

**From:** Ngiratereged, Thomas CIV USN NAVFACMAR  
**To:** "Reese Mangaran"  
**Cc:** Masterson, John C CIV USN NAVFACMAR; Simpson, Robert F CIV USN NAVFAC; Aguon, John V. R. CIV USN NAVFAC  
**Subject:** RE: FOIA REQUEST 16-002  
**Date:** Friday, November 20, 2015 12:38:00 PM  
**Attachments:** FOIA 16-002.zip

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Ms. Mangaran,

Forwarding attached in response to your FOIA request. Kindly confirm receipt of this message.

V/r, Tom

-----  
Very Respectfully,

Thomas L. Ngiratereged  
Paralegal Specialist  
NAVFAC Marianas Office Counsel  
Phone: 671-349-2277

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-----Original Message-----

From: Reese Mangaran [<mailto:Theresa.Mangaran@planate.net>]  
Sent: Friday, October 23, 2015 7:53 AM  
To: Ngiratereged, Thomas CIV USN NAVFACMAR  
Cc: Masterson, John C CIV USN NAVFACMAR; Simpson, Robert F CIV USN NAVFAC; Aguon, John V. R. CIV USN NAVFAC  
Subject: RE: FOIA REQUEST 16-002

Thomas Ngiratereged

Paralegal Specialist

NAVFAC Marianas Office Counsel

PSC 455, BOX 195

FPO AP 96540-2937

Re: Freedom of Information Act Request

Dear Mr. Ngiratereged:



DEPARTMENT OF THE NAVY  
NAVAL FACILITIES ENGINEERING COMMAND, MARIANAS  
PSC 455, BOX 195  
FPO AP 96540-2937

IN REPLY REFER TO:  
5720  
Ser 00/200  
November 9, 2015

Reese Mangaran  
Planate Management Group LLC  
3 Church Circle  
Annapolis, MD 21401

Dear Ms. Mangaran:

SUBJECT: FREEDOM OF INFORMATION ACT (FOIA) REQUEST 16-002

This letter responds to your Freedom of Information Act (FOIA) request, dated October 23, 2015, in which you seek certain information relative to Solicitation #N40192-10-R-0002. This office received your perfected request on October 23, 2015, and assigned to it file number 16-002.

We have reviewed the enclosed documents, which are responsive to your request, and they are released to you in their entirety.

The fees incurred to process your request amount to twenty-two dollars (\$22.00) for search and review, and no fee for reproduction because the requested documents are being provided electronically. Please forward a check or money order, payable to the "Treasurer of the United States" for the stated amount, to the address stated above and to the attention of Ms. June Concepcion, Comptroller Office, within 30 calendar days from the date of this correspondence. Please reference FOIA file number 16-002 with your remittance.

Further questions concerning your FOIA request, should be directed to Thomas Ngiraterged at (671) 349-2277 or via e-mail at [thomas.ngiraterged@fe.navy.mil](mailto:thomas.ngiraterged@fe.navy.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "R. M. Alvarado", is positioned above the printed name.

R. M. ALVARADO  
Commander, Civil Engineer Corps, U.S. Navy  
By direction

- Enclosure 1. Solicitation No. N40192-10-R-0002
2. Amendment 1
  3. Amendment 2
  4. Award Notice
  5. Award Bid Schedule



Solicitation No.  
**N40192-10-R-0002**

**Small Business  
Construction Management Services, Guam**

**SMALL BUSINESS SET-ASIDE**

**SOLICITATION DOCUMENTS**

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**ENCLOSURE (1)**

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 54	
2. CONTRACT NO.		3. SOLICITATION NO. N40192-10-R-0002		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 19 Apr 2010		6. REQUISITION/PURCHASE NO.
7. ISSUED BY COMMANDING OFFICER - NAVFAC MARIANAS PSC 455, BOX 195 FPO AP GU 96540-2937			CODE N40192	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>			CODE
TEL: FAX:			TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>NAVFACMARB-101 1st Floor</u> until <u>04:30 PM</u> local time <u>20 May 2010</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME TERESA F. AGUON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 671-333-3171		C. E-MAIL ADDRESS teresa.aguon@fe.navy.mil	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 6	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
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X	F	DELIVERIES OR PERFORMANCE		18 - 20			OTHER STATEMENTS OF OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		21 - 24	X	L	INSTRS, CONDS, AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		25 - 27	X	M	EVALUATION FACTORS FOR AWARD
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Previous Edition is Unusable

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period FFP Construction Management Services for work undertaken by NAVFAC Marianas to support NAVFAC construction projects and its customers located within the NAVFAC Marianas mission areas. ESTIMATED AMOUNT OF IQ WORK  FOB: Destination		Dollars, U.S.		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	First Option Period FFP Construction Management Services for work undertaken by NAVFAC Marianas to support NAVFAC construction projects and its customers located within the NAVFAC Marianas mission areas. ESTIMATED AMOUNT OF IQ WORK  FOB: Destination		Dollars, U.S.		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

1002

Dollars,  
U.S.

OPTION

Second Option Period  
FFP

Construction Management Services for work undertaken by NAVFAC Marianas to support NAVFAC construction projects and its customers located within the NAVFAC Marianas mission areas.

ESTIMATED AMOUNT OF IQ WORK

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

1003

Dollars,  
U.S.

OPTION

Third Option Period  
FFP

Construction Management Services for work undertaken by NAVFAC Marianas to support NAVFAC construction projects and its customers located within the NAVFAC Marianas mission areas.

ESTIMATED AMOUNT OF IQ WORK

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Dollars, U.S.		
OPTION	Fourth Option Period FFP Construction Management Services for work undertaken by NAVFAC Marianas to support NAVFAC construction projects and its customers located within the NAVFAC Marianas mission areas. ESTIMATED AMOUNT OF IQ WORK FOB: Destination				

NET AMT

SUPPLIES OR SERVICES AND PRICE**B1. GENERAL INFORMATION**

This procurement is set aside for Small Business concerns only and is intended to award one service contract to the Offeror whose proposal, conforming to the solicitation, will be most advantageous to the Government resulting in the best value, cost or price and other factors considered. The successful Offeror will be issued task orders for future work during the term of the contract.

The Construction Management Services Contractor (CMSC) shall provide Construction Management (CM) services to supplement existing NAVFAC workforce and provide the capability to support all construction projects and associated effort undertaken by NAVFAC Marianas and its customers located within the NAVFAC Marianas mission areas. The CMSC shall provide qualified Construction Oversight Engineers (COE), Quality Assurance Engineering Technicians (QAET), and perform other specific tasks as prescribed in Section C. No task order issued will consist of, substantially or to a dominant extent, architect-engineering (A-E) services as defined in either 40 USC 1102 or the FAR Parts 2 and 36. Professional registration is not required.

The work includes, but is not limited to, construction oversight engineer services; quality assurance technician services; specialized quality assurance support; specialized testing support; construction contractor schedule review; cost estimating services; construction safety oversight; and constructability reviews.

**B2. NAICS CODE**

236220, Commercial and Institutional Building Construction – Construction Management Services; Size standard of \$33.5 Million applies to this contract.

**B3. CONFLICTS OF INTEREST**

The work to be performed may create an actual or potential organizational conflict of interest on future acquisitions. The CMSC, its subsidiaries, or affiliates that design or prepare specifications for a construction contract cannot provide the construction management services sought under this contract in relation to those construction contracts on which they provided design and specification preparation services unless such work is: 1) consistent with any

organizational conflict of interest provisions in the contract under which such work was performed; and 2) performed under conditions that fully mitigate any potential organizational conflicts of interest. Design and specification preparation services include concept design, which includes preparation of project programming documents (DD1391), facility siting studies, environmental assessments, or other activities that result in identification of project scope and cost. Offerors should refer to FAR subpart 9.5 - ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST.

#### **B4. CONTRACT TYPE/DURATION**

The contract awarded pursuant to this solicitation will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract with pre-established fixed contract rate schedule prices. This is not a requirements contract.

The contract will consist of one (1) 12-month base period and four (4) 12-month option periods for a total contract term not to exceed five (5) years.

#### **B5. CONTRACT TASK ORDERS**

All CM services will be procured through the issuance of contract task orders. Task orders will be Firm Fixed Price. Task order prices will be negotiated utilizing the Contract Rate Schedule for the appropriate contract term. Task orders will be awarded on DD Form 1155 (Order for Supplies or Services).

#### **B6. MAXIMUM TOTAL CONTRACT AMOUNT / GUARANTEED MINIMUM**

The maximum dollar value, including the base period and all options is \$40,000,000. Task order range is \$5,000 to \$1,000,000. The Government only guarantees \$10,000 for the base period. There is no minimum guarantee for the option periods nor is there a guaranteed award of additional option periods.

#### **B7. CONTRACT RATE SCHEDULE**

- a. The Government has specified certain Work Categories required for contract performance. These are indicated as Exhibit Line Item Numbers (ELIN) in the contract rate schedules provided in Exhibits A thru E in Section J of the RFP for the base period and 4 option periods. Offerors must propose rates for each ELIN in Exhibits A thru E. Note that the estimated quantities are solely for evaluation of the rates contained in each offer and do not guarantee the actual work to be performed by each category.
- b. The rates proposed and accepted at contract award for each respective performance period, i.e., the base or one of the four option periods, are to be fixed for the duration of that period, including any short term extensions to the last option period not exceeding six (6) months.
- c. In developing the required rates, Offerors must include all allowable overhead costs to include home office support, anticipated company-wide increases, fringe benefits, individual employee promotions, all direct labor costs, computer time, data entry, computer software, carrier/messenger services, local travel and transportation, supplies, equipment, communication services, and profit associated with this contract. Price increases will not be granted for any alleged omissions or miscalculations of contract pricing.
- d. The rates listed by the CMSC and accepted at contract award will be the rates that will be used as the basis for pricing future task orders issued under this contract. The base period and each option period are to be separately priced based on the schedules in Exhibits A thru E in Section J of the RFP.

#### **B8. ADDITIONAL INSTRUCTIONS**

- a. Offerors are cautioned that any offer may be rejected as non-responsive if it is materially unbalanced as to prices for the base and/or the four optional contract periods. An offer is unbalanced when it is based on



prices which are significantly understated for some work and prices which are significantly overstated for other work.

- b. Neither the CMSC nor its employees will be required to prepare, sign or seal any drawings or specifications as part of the contract scope of work.
- c. Offerors must propose prices for all work categories in order to be considered for award. Offerors may not use pricing alternatives which differ from these instructions.
- d. The Contractor is required to provide its own computer equipment and software adequate to fully satisfy all operational requirements of this contract and task orders requiring field office operation requirements. This should be considered in developing the price proposal as no reimbursement is authorized for such items after award of the contract. This contract requires computerized capabilities of the Contractor.

**B9. OFFER**

YOU MUST QUOTE A RATE FOR ALL EXHIBIT LINE ITEMS FOR THE BASE PERIOD AND ALL FOUR OPTION PERIODS IN ORDER TO BE CONSIDERED FOR AWARD.

THE TOTAL EVALUATED PRICE FOR EACH EXHIBIT LINE ITEM IN THE SCHEDULES IN EXHIBITS A THRU E IS EQUAL TO THE ESTIMATED QUANTITY TIMES THE OFFEROR'S PROPOSED RATE.

THE ESTIMATED QUANTITIES ARE SOLELY FOR EVALUATION OF THE OFFERS AND DO NOT GUARANTEE A SPECIFIC LEVEL OF EFFORT TO BE PURCHASED BY THE GOVERNMENT NOR THAT THE CORRESPONDING CATEGORY WILL BE USED.

## Section C - Descriptions and Specifications

DESCRIPTIONS/SPECIFICATIONS**STATEMENT OF WORK****C1. CONTRACT PROCUREMENT OBJECTIVE AND OVERVIEW**

- a. The Construction Management Services Contractor (CMSC), acting as an independent contractor and not as an agent of the Government, shall furnish necessary personnel, facilities, travel, material, and equipment, to furnish construction management (CM) services. The CM services provided shall supplement existing NAVFAC workforce and provide the capability to support all construction projects and associated effort undertaken by NAVFAC Marianas and its customers located within the NAVFAC Marianas mission areas. All work under this contract shall be in accordance with Statements of Work (SOW), and will be performed within the NAVFAC Marianas region of operation.
- b. Contractors are required to perform all tasks identified in the SOW as ordered by Task Orders. However, contractors may not perform "inherently Governmental functions" as defined in FAR 7.5. As a matter of law and policy, an "inherently Governmental function" is one so intimately related to the public interest as to mandate performance by Government employees. The CMSC shall perform assigned tasks and coordinate with the construction contractors to the extent necessary, but shall not direct the construction contractors. Contractor personnel will be employed such that they undertake no action which would bind or make commitments on the behalf of the Government. Further, measures will be taken to avoid all appearances that contractor personnel have authority to bind or make commitments on behalf of the Government.
- c. The CMSC may be required to provide the result of their work to the designated Government representative for further action. The CMSC shall furnish, as applicable and required by individual task orders, all personnel, facilities, instruments, supplies, equipment and material, and complete all effort necessary for the performance of the work described in the various task order SOWs. In addition, the CMSC shall furnish transportation including vehicles with identifying signage for contracted employees to visit assigned work sites. The CMSC shall furnish Personal Protective Equipment (PPE), and other necessary equipment to accomplish the required effort as well as incidental services required or as ordered. The CMSC shall provide computers, printers, scanners, software, digital camera, web camera, cell phone and other IT equipment and software (i.e., Microsoft Word and Primavera Software) necessary to support the requirements of the individual SOW.
- d. The effort accomplished under this contract shall not be considered personal service as defined in FAR 37.104(d). Contractor personnel are not subject to continuous supervision or control by a Government officer or employee. Each CMSC proposal, be it for task order or modification, must clearly identify conflicts or potential conflicts of interest. If no conflict exists, the contractor shall so state. Supervision of CMSC personnel assigned work on this contract is the responsibility of the CMSC. Specific work assignment and quality of performance of CMSC personnel is considered a supervisory responsibility to be provided solely by the CMSC and in no instance by Government personnel. As a practical matter, Government personnel may on a frequent basis, directly coordinate with or provide guidance and/or other types of information to CMSC personnel concerning the technical or administrative aspects of work being performed. This is particularly true in those instances where Government and CMSC personnel are working in close proximity with one another. However, at all times the direct lines of communication for establishing work requirements and standards of quality will come through the CMSC's management chain of supervision. As such, the CMSC is expected to establish a sufficient managerial and supervisory structure to ensure that work being performed by CMSC personnel is in accordance with the various task order scopes of work involved, and that the quality of work being performed by CMSC personnel is representative of the CMSC's professional standard and adheres to the Engineering Code of Ethics. If the

Government determines that an individual employed by the CMSC is not meeting performance standards or is not adhering to the Engineering Code of Ethics, the Government can direct a replacement be provided within 60 days of written notice.

- e. The CMSC is to appoint at least one senior program manager to be on the island of Guam, with assistant program managers as determined appropriate by the CMSC and the Contracting Officer. Other program or assistant program managers may be appointed and located outside of the site of construction as determined appropriate and necessary for quality contract performance. The on-site program manager is required to have a management and supervisory staff of sufficient size to coordinate, supervise and monitor the work of its other employees that may be assigned to various Government offices.
- f. The CMSC is to provide a work place for the contracted staff on Government property as designated by the Contracting Officer's (KO) designated representatives, unless it is in the best interest of the Government to provide such work places. Work places provided by the CMSC shall meet the requirements of the UFGS 01 50 00 for temporary office space. Utilities, phone and internet services are to be provided by the CMSC. It is anticipated that the CMSC will be required to provide work places for contracted staff in at least four locations: Naval Base Guam, Andersen Air Force Base, Marine Corps Base Finegayan, and Naval Hospital Guam unless it is in the best interest of the Government to provide these work places. Additionally, 150 sq. ft. of lockable private office space with two workstations complete with telephone and hard-lined internet service will be provided in each of the CMSC work places for use by Government personnel. Supervisory staff may be located off Government property, or collocated at one or more of the on-site work places.
- g. CMSC personnel working on Government projects will be required to identify themselves as "contractors". Vehicles provided and operated by contracted personnel must also be identified as contractor provided. Identification of contractor personnel also applies to all communication whether written or verbal. Current and valid driver's license is required of each driver. All on site CMSC personnel shall be proficient in English and have completed the 30 hour OSHA and within 3 months complete the 40 hour NAVFAC Construction Hazard Awareness Course and the Construction Quality Management (CQM) for Contractors training course. CMSC personnel shall be well versed in the use and application of Microsoft Word and Excel, and Primavera Scheduling Software. CMSC personnel shall have the ability to write and speak concisely and authoritatively.
- h. The work requires some physical exertion such as long periods of standing, walking over rough, uneven, rocky or slippery surfaces; recurring bending, crouching, stooping, stretching, climbing ladders, or similar activities; or recurring lifting of moderately heavy less than 50 pounds, such as testing or measuring equipment; and regular visits to construction sites. Additionally, the work may require sufficient agility and dexterity such as those required to climb high ladders to conduct quality assurance reviews of on-going or completed construction work.
- i. The CMSC shall maintain confidentiality at all times of proprietary information pertaining to construction contractors, service providers or A-E firms with whom its employees come into contact. These contacts may occur during the course of work pertaining to this contract, or as the result of working in proximity to such information. The CMSC shall institute procedures acceptable to the Contracting Officer and fully comply with the Government's procedures for maintaining the confidentiality of information and maintenance of Federal procurement integrity standards of performance. All CMSC personnel will be required to maintain the security and confidentiality of all information that directly or indirectly comes into their possession or attention on a strict operational need-to-know basis. The CMSC's management and supervisory personnel will not seek, receive or otherwise have access to operational information or data that is being utilized by its employees in the performance of this contract where other companies, firms or contractors are involved or where such information is confidential to the interests of the U.S. Government and/or its clients and customers. This prohibition does not preclude the CMSC's appropriate management and supervisory staff from having access to information needed in the process of addressing Government observations pertaining to less than satisfactory work performance by its employees. Nevertheless, in all

such cases, access to such information will be kept to the minimum necessary for correction or resolution of those performance complaints and will be handled in accordance with the Engineering Code of Ethics.

- j. Task orders to be issued under this contract will be based on statements of work defining specific requirements. A wide variety of potential projects could be expected in this contract. Task Orders issued for Construction Oversight Engineer (COE) and Quality Assurance Engineering Technician (QAET) services are described under paragraph C2 below. The task order may require only COE or QAET services or both. The assigned COE/QAET for a project will be responsible to perform all the duties listed under C2. For services that are beyond the scope listed under C2 or for services for projects not under contract for COE/QAET services, a separate Task Order will be issued. The contract will include unit labor rates or lump sum rates for various project/construction management related disciplines. Extensions of these unit prices multiplied by the associated man-hours, determined to be fair and reasonable for the level of effort indicated by the scope of work, will be used to determine the amount of each individual task order. Possible actions anticipated under this contract are indicated below; however, this list is not intended to be all inclusive. Services for Specialized Technical Support not pre-priced will be negotiated.
  - 1. Construction Oversight Engineer and Quality Assurance Technician Services (see paragraph C2)
  - 2. Specialized Quality Assurance Support including but not limited to:
    - i. Underwater inspection and testing
    - ii. Pile driving criteria employing wave equation analysis
    - iii. Hydrographic surveying
    - iv. HVAC commissioning
  - 3. Specialized Technical Support
  - 4. Construction Contractor Schedule Review
  - 5. Cost Estimating Services
  - 6. Miscellaneous and Technical Specialists
  - 7. Construction safety oversight
  - 8. Environmental and cultural resources compliance oversight
  - 9. Perform constructability reviews

## **C2. CONSTRUCTION MANAGEMENT SUPPORT FOR CONSTRUCTION INSPECTION, QUALITY ASSURANCE AND CONTRACT ADMINISTRATION**

- a. GENERAL: This Division describes the general scope of services for a COE/ QAET provided under the CMSC and defined by Task Order and individual SOW. The COE/QAET shall provide management support to NAVFAC Marianas for construction services such as construction inspection, quality assurance and contract administration.
- b. SCOPE OF SERVICES: The CMSC COE/QAET shall provide all labor, material, and equipment necessary to complete the work described in the paragraphs below. Specifically, the CMSC will be requested on a task order basis to furnish tasks as defined in the statements of work. The basic duties of the COE/QAET are as follows:

The overall management responsibility for the administration of a construction contract resides with the FEAD (Facilities Engineering & Acquisition Director)/ROICC (Resident Officer in Charge of Construction). The primary responsibility of the COE and QAET are to furnish the FEAD/ROICC or their designated Government representatives with documentation indicating whether the construction conforms to the contract requirements. The COE/QAET shall follow NAVFAC Business Management System (BMS) in the execution of required tasks. The BMS describes how NAVFAC provides products and services such as those listed below. The COE/QAET has no authority to direct the construction contractor(s) in any way regarding methods or procedures and shall not interfere with methods of performance unless life and/or property are endangered. The FEAD/ROICC or its designated Government representative will be responsible for and sign all correspondence and specific directives to the contractor(s).

Specific tasks for the COE and QAET include but are not limited to the following with the QAET acting as the primary person responsible for on-site quality assurance and safety compliance:

1. Coordinate requests from Construction Contractor and Client.
2. Attend and record all required Construction Management, Quality Control/Quality Assurance, Safety, Environmental, Cultural Resources, and other meetings.
3. Provide submittal review/analysis and notes/comments/recommendations. Maintain submittal files in Construction Management System (CMS).
4. Provide construction schedule review/analysis and notes/comments/recommendations (for schedules up to 2000 activities).
5. Provide safety plan and activity hazard analysis review and notes/comments/recommendations.
6. Update and present construction project status reports and Construction Representative Reports (CRRs), including any necessary photographs.
7. Maintain a photo log of construction activities.
8. Monitor construction work for compliance with contract documents.
9. Provide Quality Assurance (QA) of the adequacy of the construction contractor's quality control program and tasks.
10. Report and document instances of non-compliance with quality control and safety requirements:
  - a. Draft, for the signature of the Government representative, Construction Contract non-Compliance Notice (CCCN) for any items of non-compliance.
  - b. For any operation which poses imminent danger to life or danger of serious disabling injury, that operation shall be halted immediately by the COE.
    - i. This is the only instance in which the CMSC has any authority or responsibility to issue direction to the construction contractor.
    - ii. If any operation is so halted, the designated Government representative shall be notified immediately by the CMSC and the circumstances shall be noted on the Contractor's Production report (CPR and the (CCCN).
11. Monitor compliance with environmental protection requirements. Review contractor submitted Environmental Protection Plan submittals, including, but not limited to, the EPA Notice of Intent (NOI) and Notice of Termination (NOT) forms for the National Pollutant Discharge Elimination System (NPDES) Construction Permit and Site-Specific Stormwater Pollution Prevention Plan (SWPPP) and all updates to the Site-Specific SWPPP and site-specific Best Management Practices (BMP) drawings in accordance with the Comprehensive, Regional Construction SWPPP. Prepare the EPA NOI and NOT for Government review and submission. Verify approved plan provisions are incorporated and maintained by the contractor. Incidents of potential threats to the environment (i.e. air quality, water quality, contamination/pollutants/solid/hazardous waste), cultural resources, or natural resources/endangered species/biosecurity issues shall be brought to the immediate attention of the appropriate Government representative by telephone, followed by a written notification within 3 business days.
12. Monitor construction surveying, materials and system testing.
13. Provide review/analysis and notes/comments/recommendations of frequent (daily/weekly) construction quality control, safety, and production reports.
14. Bring to the immediate attention of the FEAD/ROICC any instances where it is suspected that the construction contractor is in violation of the Labor Standards Provisions or the Workforce Housing and Logistics provisions of the contract.
15. Provide review/analysis and notes/comments/recommendations on Contractor's Requests for Payment, including:
  - a. Complete, with the construction contractor's representative, the monthly field pay estimate worksheet for each construction contract.
  - b. Inspect material stored off-site, where applicable.
  - c. Review and ensure as-builts/schedules are updated.

16. Coordinate with Government representative and key players on required inspections and the coordination meetings such as the Navy Red Zone meeting (coordination meeting typically held at 75% project completion).
  17. Assist in the preparation of contract modifications, including: prepare estimates, review contractor's cost proposal and prepare negotiation strategy and assist in negotiations. Provide Claims and Delays Analysis (for claims up to \$250K).
  18. Maintain working files by construction contract of all reports, correspondence, etc. Update the CMS.
  19. Provide review/analysis and notes/comments/recommendations of the construction plans and specifications to determine the constructability of the facility.
  20. Requests for Information (RFI) management.
  21. Provide review, comments and recommendations for the interim and final DD 1354 documentation.
  22. Complete the closeout checklist in accordance with the NAVFAC BMS.
  23. Draft, for the signature of the Government representative, Warranty and Acceptance Letter at completion of the project.
  24. Review contractor's GIS data base for As Builts to ensure contract compliance with GIS requirements for underground utilities.
- c. **ANTICIPATED ASSIGNED PROJECTS:** The CMSC will be assigned construction contract management team duties for the following typical projects and others:

Apra Harbor Utilities Upgrade  
 Apra Harbor wharf repairs  
 Torpedo Exercise Support Building  
 CSS-15 HQ and Training Facility  
 CVN Wharf Construction  
 AAFB North Ramp Utilities  
 Replacement of Naval Hospital

Projects assigned will vary in type and magnitude and will consist of office and shop buildings, airfield expansions, utility installation, wharf repairs, industrial facilities, etc. Projects will be in the \$5M to \$400M range. The COE and/or QAET will be part of an assigned team consisting of a Government Construction Management Engineer (CME) who will be the team lead, a Government contract specialist, and a minimum of one Government Engineering Technician (ET) or CMSC QAET. The overall team responsibility of assigned projects will be in the range of \$100M-\$200M Work In Place/year. The assigned QAET will be the primary person responsible for the on site QA and safety compliance with assistance from the COE. Locations of the assigned projects are on the Island of Guam but will be on various military installations.

- d. **COE QUALIFICATIONS:** Submit qualifications of the proposed individual to the Contracting Officer for approval.

This person shall be a graduate of an accredited Architectural or Engineering college curriculum (four [4] year degree minimum), have a minimum of 5 years Construction Management experience performing tasks identified herein. Individuals having a valid U.S. Professional Engineering Registration are desired. The COE shall possess the skills and abilities listed below:

1. Ability to communicate effectively in English both orally and in writing. Experience in preparing correspondence, written reports, and in briefing management personnel.
2. Experience in developing and maintaining complex, long term, multi-year program construction management activities including submittal and RFI processing.

3. Experience and familiarity with Federal building projects design codes (UFGs) and construction techniques.
  4. Developing and analyzing construction schedules, (i.e. Primavera P6) and managing and inputting into the Construction Management System.
  5. Knowledge of construction practices and techniques, e.g., proper applications of construction materials and methods of installation.
  6. Ability to accurately calculate construction costs for changes, price the value of needed work, and negotiate equitable adjustments.
  7. Ability to monitor the preparation of as-built activities of contractors to ensure that those documents are being prepared on an on-going basis. Review contractor submissions of as-built drawings for completeness and accuracy and advice in writing the appropriate Government personnel as to the acceptability of such submissions.
  8. Ability to identify critical and long lead-time materials and recommend procurement strategies to prevent negative impact on quality, cost, and schedule.
- e. QAET QUALIFICATIONS: Submit qualifications of the proposed individual to the Contracting Officer for approval.

This person shall either (1) be a graduate of an accredited college or university with at least an associate degree in Engineering Technology or Construction Management and having 5 years of construction experience or (2) have 10 years of construction experience performing the tasks identified herein. Certification from the National Institute for Certification in Engineering Technologies or other recognized organization is desired. The QAET shall possess the skills and abilities listed below:

1. Ability to communicate in English effectively orally and in writing.
  2. Experience in maintaining official construction site records.
  3. Experience in conducting meetings to resolve problems on construction projects and briefing clients and management personnel.
  4. In depth knowledge of construction practices and workmanship, including experience in proper uses of construction materials and installation methods.
  5. In depth experience interpreting construction drawings and specifications on construction projects.
  6. Experience in making materials take-offs for construction work.
  7. Ability and experience in the inspection of materials, workmanship and construction and installation of various systems within the inspector's area of expertise.
  8. Knowledge of safety practices in the construction industry, including a background of familiarity with USACE (EM -385-1-1) and OSHA safety requirements.
- f. COE/QAET AVAILABILITY

The CMSC will be required to provide a qualified COE within 75 calendar days of receipt of the Task Order, 10 calendar days of which will be allocated for the submission of qualified individual's resume,

another 5 working days for Government review and approval by the Contractor Officer or its Representative. The Task Order shall be for a minimum of 6 months of service. In the event that the approved personnel must take leave for longer than 1 week within 6 months or 2 weeks within one calendar year, the CMCS contractor is required to provide a qualified COE with no interruption of services.

### **C3. SPECIALIZED TECHNICAL SUPPORT**

Such technical evaluations include an assessment of construction quality and/or adequacy as related to an unresolved specialized problem. The technical evaluation may encompass any facet of design or construction, including, but not limited to, roofing, structural analysis, HVAC commissioning, RF shielding, underwater inspection and testing, hydrographic surveying, pile driving analysis, etc.

The CMSC contractor shall conduct site visits for each task ordered to ascertain the scope of the encountered difficulty. The CMSC contractor shall gather necessary information through review of Government records, conversations with NAVFAC personnel, and conversations with Construction contractor personnel in the presence of a NAVFAC representative. The CMSC contractor shall perform all research, including review of codes, industry standards, and manufacturer's recommendations necessary to adequately define the problem and provide a recommended course of action.

The CMSC contractor shall present to NAVFAC representatives a briefing of findings, a technical evaluation documenting the CMSC contractor's findings, analysis, and recommended solution of the encountered problem. The CMSC contractor's technical representative shall be required to attend meetings subsequent to submission of the technical report to discuss his findings in the presence of representatives of the NAVFAC, construction contractor, and/or the Using Agency.

### **C4. CONSTRUCTION CONTRACTOR SCHEDULE REVIEW**

A Task Order may be issued specifically to provide review and analysis of the construction contractor schedule. The CMSC contractor shall provide all labor, material, and equipment to analyze the construction contractor's prepared network analysis schedule (NAS) submitted by the construction contractor for Government approval.

The CMSC contractor shall review construction contractor's schedules, equipment delivery plans and progress to date and use this data to perform monthly projections of Construction Work in Place for the upcoming month on a project by project basis. These projections will be entered in the Construction Management System and other Government databases as directed.

The CMSC contractor shall analyze the NAS for reasonableness in activity durations, sequencing, and logic. The CMSC contractor shall also evaluate the activities included in the NAS for adequacy and appropriateness, and recommended additions or deletions of particular activities. After issuance of a delivery order, the CMSC contractor shall submit a report consisting, at a minimum, the following:

- a. An introduction containing background information such as the contract number and name, construction contractor, and a brief description of the methods utilized by the CMSC contractor as in analyzing the NAS.
- b. A statement of factual information regarding the content of the NAS, its logic, sequencing, and durations.
- c. A narrative of CMSC contractor comments, both objective and subjective, regarding the adequacy of the NAS and suggestions for improvement.
- d. A recommendation to the Government as to whether the NAS should be rejected, approved, or approved contingent upon incorporation of specific comments.



**C5. COST ESTIMATING SERVICES**

A Task Order may be issued specifically to provide cost estimating services. Services shall include: Cost analysis/evaluation of site or existing facility; feasibility / constructability reviews; identification of project cost exposures; recommendations for most cost-effective solutions; Value Engineering reviews; cost data for major equipment (long lead items); establish costing procedures for change orders; review proposals for adherence to bid documents; analyze credibility, qualifications, exceptions; cash flow projections; interference / delay avoidance assistance; progress payment schedule and approval assistance; cost analysis and reporting; inspection and verification; audit assistance; claims review, analysis and recommendations; expert witness testimony. The individual shall have knowledge of Government estimating procedures and local market conditions.

**C6. CONSTRUCTION SAFETY OVERSIGHT**

A Task Order may be issued specifically to provide construction safety oversight services. The CMSC safety personnel shall be fully qualified and possess the commensurate appropriate training and certifications. The individual shall be fully conversant with the latest U.S. Army Corps of Engineers' safety publications (e.g., EM385-1-1) as well as all other applicable health and safety regulations, codes and standards and have a minimum of 5 years experience as a construction safety officer.

**C7. PERFORM CONSTRUCTABILITY REVIEWS**

A Task Order may be issued specifically to provide constructability review services. Perform bid ability, constructability, operability, and environmental (BCOE) review of design drawings and specifications prepared by others using qualified personnel experienced in construction projects. BCOE reviews are to consist of, but not be limited to, such areas as general siting requirements, climatic conditions, materials availability, materials delivery, applicability of the design standards being used, and other unique conditions restricting construction and construction schedules involved. All comments are to be provided in writing in a complete, detailed and clear manner. In performing these reviews, the CMSC may be required to use the Corps of Engineers' automated review system, DrChecks.

Section D - Packaging and Marking

PACKAGING AND MARKING

**D1. PAYMENT OF POSTAGE AND FEES**

All postage and fees related to the submission of information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Offeror.

**D2. MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

**D3. PACKAGING**

The CMSC is responsible for properly protecting all supplies, documents, or any other submissions against corrosion, deterioration and physical damage during shipment from the source of supply to the Government.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.247-34                      F.O.B. Destination                      NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4      INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform

the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

**Section F - Deliveries or Performance****DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 22-JUL-2010 TO 21-JUL-2011	N/A	N/A FOB: Destination	
1001	POP 22-JUL-2011 TO 21-JUL-2012	N/A	N/A FOB: Destination	
1002	POP 22-JUL-2012 TO 21-JUL-2013	N/A	N/A FOB: Destination	
1003	POP 22-JUL-2013 TO 21-JUL-2014	N/A	N/A FOB: Destination	
1004	POP 22-JUL-2014 TO 21-JUL-2015	N/A	N/A FOB: Destination	

**DELIVERIES OR PERFORMANCE****F1. COMMENCEMENT OF WORK**

The work shall commence within fifteen (15) days after award of the base period.

**F2. PLACE OF PERFORMANCE**

The CMSC shall primarily perform professional services under this contract at its local office and the Project site. The place of performance will be designated on each individual task order.

**F3. PERIOD OF PERFORMANCE**

The contract will consist of one (1) 12-month base period and four (4) 12-month option periods for a total contract term not to exceed five (5) years. Periods of performance will be provided on a task order basis.

**F4. NON-PERFORMANCE**

In the event the CMSC anticipates or encounters difficulty in complying with the contract delivery schedule or date, the CMSC shall immediately notify the Contracting Officer in writing. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

**F5. CONTRACTOR PERFORMANCE EVALUATION**

Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.csd.disa.mil/>. Prior to commencement of work the contractor is

required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriate system. It is the contractor's responsibility to keep this contact information current.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

##### 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of

performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

#### 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within ten (10) days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

(End of clause)

## Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA**G1. CONTRACT DURATION, LIMITS, AND AMOUNTS**

- a. Term of contract: The resulting contract will have a base period of 12 months. However, this time period may be reduced if the Contracting Officer determines that the estimated contract amount ordered by the Government has been reached (see paragraph c below).
- b. Options: The contract contains four (4) 12-month options for a total maximum duration of 60 months or estimated dollar value (see paragraph c. below), whichever occurs first. The Government has the option to extend the term of the contract in accordance with the contract clause entitled "Option to Extend the Term of the Contract, FAR 52.217-9". The Government may extend their contract by written notice to the Contractor within thirty (30) days, provided that the Government will give the Contractor a preliminary written notice of its intent to extend within thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- c. Amounts: The maximum aggregate dollar value, including the base period and all options is estimated to be \$40,000,000. The estimated aggregate dollar value for each period is \$8,000,000.
- d. Estimated Amounts: The contract provides for an estimated aggregate dollar value for each period. For each period, any remaining unused amounts in the estimated aggregate dollar value may be carried over to the next option period provided the overall maximum aggregate dollar value of \$40,000,000 is not exceeded in the contract.
- e. Task Order Limitations: Task orders will range between \$5,000 and \$1,000,000. Task orders may fall below or above this limit; however under the general terms of the contract, the Contractor is not obligated to accept task orders as follows: Contractor is not obligated to honor (1) any order for a single item in excess of \$1,000,000; (2) any order for a combination of items in excess of \$2,000,000; or (3) a series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in excess of \$3,000,000. A task order may be issued in an amount less than the minimum order amount of \$5,000 when it is determined by the Government as necessary.
- f. Task Order Exceeding Limitation: Notwithstanding the task order limitations in paragraph e, the Contractor may voluntarily participate in task orders estimated to exceed the limitations listed.
- g. Minimum Guarantee: The Government makes no representation as to the number of task orders or actual amount of work to be ordered. The successful offeror will receive a minimum guarantee of \$10,000. The minimum guarantee applies to the base period only. Contractor is not guaranteed work in excess of the minimum guarantee specified herein.

**G2. TASK ORDER ISSUANCE PROCEDURES**

- a. GENERAL
  - 1. When the Government requires work under the contract, a Request for Proposal Letter (RFPL) will be issued as appropriate. RFPLs are normally accompanied by a Statement of Work (SOW) with a list of proposed work categories (priced per Contract Rate Schedule) and estimated quantities for the proposed Task Order (TO). The contractor shall promptly meet with the Government and jointly measure and confirm the work categories, quantities, and performance period. Any discrepancies between the Government's and Contractor's proposed work categories, quantities, and performance period shall be resolved before a Task Order is issued.



2. RFPLs will normally be issued electronically by email but may be placed via mail, telephone, facsimile or other electronic means.
3. Task orders will be awarded on Department of Defense Form DD 1155 (Order for Supplies or Services). Task orders will be placed in a sequential numbering system, which relate back to the basic contract number and the assigned Work Request (WR) number. Task Orders will normally be issued electronically by email but may be placed via mail, telephone, facsimile or other electronic means.
4. The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed task orders.
5. Each task order shall include as a minimum:
  - (a) Date of order
  - (b) Contract number and order number
  - (c) Contract item number and description, quantity, and unit price or estimated cost
  - (d) Delivery or performance schedule
  - (e) Place of performance
  - (f) Any packaging, packing, and shipping instructions
  - (g) Accounting and appropriation data
  - (h) Method of payment and payment office
6. Modifications to task orders will be issued on Standard Form (SF) 30.

**b. REQUIREMENT FOR PROPOSALS**

1. Task orders will be firm fixed price with a specific completion date or performance period and clearly define the specific services to be performed or the performance desired. When options are included in the Schedule, the task order will specify the number of days after award for exercising the options.
2. Task orders incorporate by reference applicable provisions and clauses in the basic contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual task orders solicitations and awards.
3. Task order proposals may include, but are not limited to:
  - (a) Qualifications for proposed COE, QAET, or other work categories
  - (b) A management plan of all tasks (current and proposed) with workload scheduling and resource management
  - (c) An overview of the proposed methodology for each Definable Feature of Work (DFOW)

**G3. PROPOSAL PREPARATION COSTS**

The costs for preparation of task order proposals, if required under this contract, shall be the responsibility of the contractor and not directly reimbursable. Each task order awarded will include at a minimum all labor wages, management, supervision, mobilization, material and equipment costs. The contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other associated costs necessary to fulfill the requirements of the task order.

**G4. SITE VISIT**

FAR Clause 52.537-1, Site Visit, will be incorporated into each task order. Upon receipt of the scope of work, the Contractor is urged and expected to inspect the site where services are to be performed. Failures to attend site visits may be reason for the Government's determination not to exercise the Contractor's option periods.

**G5. SUBCONTRACTING RESPONSIBILITIES**

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure task orders are completed within the stated requirements. The contractor is responsible for ensuring subcontracting opportunities are made available to all small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged small business and women-owned small businesses.

**G6. PAYMENTS**

Designated paying office will be determined upon award of individual task orders under this contract in block 6 of the DD1155. Invoices rendered under this contract shall be submitted electronically through Wide Area Work Flow (WAWF) as stated in NFAS Clause 5252.232-9301 Invoicing Procedures Electronic.

**G7. PRE-PERFORMANCE MEETING**

Prior to commencing work under a task order, the contractor shall meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

**G8. PARTNERING**

Partnering is a structured process, as well as philosophy of doing business with contractors and clients that recognizes common goals through communication and teamwork. It helps create an environment where trust and teamwork prevent disputes, foster good working relationships to everyone's benefit, and facilitate the completion of a successful contract. In support of the command's goals of teamwork and client satisfaction, our policy is to practice the philosophy of Partnering on every contract we administer. The contractor's key personnel may be required to attend formal partnering prior to and/or during performance of an individual task order, if determined necessary by the Government.

**G9. POTENTIAL TASK ORDERS**

Contractor must prosecute the work or any separable part, with the diligence that will ensure completion within the time specified in the task orders. The Government reserves the right to not award new task orders if the Contractor fails to prosecute the work on any outstanding task orders of any such action.

**G10. NOTICE OF CONSTRUCTIVE CHANGES**

No order, statement or direction of the Contracting Officer, an authorized Contracting Officer Representative (COR), whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractors to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

**G11. TECHNICAL DIRECTION**

- a. As provided by the contract provision, "CONTRACTING OFFICER'S REPRESENTATIVE (COR)," performance of work under this contract is subject to the written technical direction of the COR, who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor.
- b. The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:
  - 1. Constitutes an assignment of additional work outside the Statement of Work;
  - 2. Constitutes a change as defined in the Changes clause;
  - 3. In any manner causes an increase or decrease in the total estimated cost, or the time required for contract performance;
  - 4. Changes any of the expressed terms, conditions, or specifications of the contract, or;
  - 5. Interferes with the Contractor's rights to perform the terms and conditions of the contract, or;
  - 6. Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on cost or funds set forth in this contract.
- c. All technical direction shall be issued in writing by the COR.
- d. When, in the opinion of the Contractor, the COR or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract or has otherwise resolved the issue.

## Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**H1. NOTICE CONCERNING TERRITORY OF GUAM TAXES, LICENSES, AND WITHHOLDINGS**

**NOTE:** This information is provided by the Government of Guam, Department of Revenue and Taxation. Any questions concerning applicability or interpretation should be directed to that Agency at P.O. Box 23607, GMF Barrigada, Guam 96913; phone number, (671) 635-1829. Business registration with the Government of Guam is not considered in determining contractor responsiveness or responsibility. Offerors' attention is directed to the FAR clause 52.236 -7 Permits and Responsibilities in the solicitation.

- a. All persons engaging in business in Guam must be licensed to do so by the Government of Guam prior to commencement of business in Guam. Engaging in business includes, but is not limited to, services provided by contractors. Applications for business licenses shall be made to the Department of Revenue and Taxation, License and Registration Branch.
- b. All corporations, domestic (created under the laws of Guam) or foreign (not created under the laws of Guam) must register with the Department of Revenue and Taxation, License and Registration Branch.
- c. Any person engaging in business in Guam must file monthly Business Privilege Tax returns with the Department of Revenue and Taxation.
- d. All corporations with a Guam source of funds must file income tax returns to the Department of Revenue and Taxation on the prescribed forms.
- e. All employers must deposit wage withholdings from their employees to the Treasurer of Guam. Guam Depository Receipts, as well as Quarterly Withholding Statements are required to be filed with the Department of Revenue and Taxation in the same manner as similar returns and statements required to be filed with the U.S. Internal Revenue Service.
- f. Failure to comply with the above may result in criminal or civil penalties as provided by law.

**H2. REQUIRED INSURANCE**

Within fifteen days after award of this contract, the contractor shall furnish the Administrative Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, Insurance – Work On A Government Installation.

**COVERAGE:**

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and State Worker's compensation and occupational disease laws

Employer's Liability Coverage: \$100,000, except in states where worker's compensation may not be written by private carriers

Others as required by state law.

The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

### H3. SECURITY REQUIREMENTS

- a. The Contractor and its subcontractors shall comply with all security requirements specified in the contract as well as all activity security requirements. Upon request, the Contractor shall submit the name and address of all personnel hired for work on this contract, and questionnaires, and other forms as may be required for security reasons.
- b. Contractor and subcontractor employees shall not disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.
- c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the attention of the Contractor or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C. Sec 793, "Gathering, Transmitting, or Losing Defense Information," 18 U.S.C. Sec 794, "Gathering or Delivering Defense Information to Air Foreign Government" and 18 U.S.C. Sec 798, "Disclosure of Classified Information."
- d. Deviations from or violations of any of the provisions of this contractor requirement will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the withdrawal of the Government's acceptance and approval of employment of the individuals involved.
- e. Classified and/or politically sensitive material shall not be released without prior written consent of the Contracting Officer, or as expressly stated in the statement of work. In the event the Contractor requires access to classified information during performance, procedure prescribed by FAR 4.4 for safeguarding classified information shall apply.

### H4. CONTRACTOR GENERATED AND/OR COLLECTED INFORMATION

Information generated and/or collected by the Contractor in the performance of this contract, in any media (e.g., electronic paper, etc.) is considered to be Government owned and must be returned to the possession of the Government at the completion of this contract. This shall include, but not be limited to any statements of work, data collected concerning facility/utility usage, data collected concerning consumption of materials and supplies, logs and records, maintenance records, inventories, databases, Standard Operating Procedures (SOPs) and drawings.

### CLAUSES INCORPORATED BY FULL TEXT

#### 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### 5252.209-9300 Organizational Conflicts of Interest (Jun 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2009
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.222-7999	Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements	FEB 2010
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998



## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through effective term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>  
<http://farsite.hill.af.mil/vfdfara.htm>

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases

the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

#### 5252.216-9302 INDEFINITE QUANTITY (JUN 1994)

This is an indefinite-quantity contract for the services specified, and effective for the period stated previously.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to an including the "maximum" fee total designated previously.

There is no limit on the number of orders that may be issued subject only to the maximum annual value of the contract.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

#### 5252.216-9306 PROCEDURES FOR ISSUING ORDERS (MAR 2002)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause)

#### 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

  X   (1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the

technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

  X   (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

       (3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES
Exhibits A-E	Contract Rate Schedule	5
Attachment J1	Request for Information Form	1
Attachment J2	Offeror Experience Project Data Sheet	1
Attachment J3	Past Performance Questionnaire	4
Attachment J4	Base Access Request Form	1
Attachment J5	Wage Determination No. 2005-2147 Rev. 9 Dated July 22, 2009	11



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	FEB 2009
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.223-4	Recovered Material Certification	MAY 2008
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

## CLAUSES INCORPORATED BY FULL TEXT

## 252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220, Commercial and Institutional Building Construction – Construction Management Services.**

(2) The small business size standard is **\$33.5 Million.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS clause No.	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

## Section L - Instructions, Conditions and Notices to Bidders

### INSTRUCTIONS TO OFFERORS

#### **L1. INQUIRIES**

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically using the Request for Information (RFI) form provided as Attachment J1. The Points of Contact (POC) for inquiries is Teresa Aguon at (671) 333-3171, by email at [Teresa.Aguon@fe.navy.mil](mailto:Teresa.Aguon@fe.navy.mil), or by facsimile at (671) 339-7077. The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date.

#### **L2. PROPOSAL FORMAT**

Proposals submitted in response to this solicitation shall be formatted as follows and furnished in the number of copies stated herein.

Proposals shall be submitted in three ring binders or bound, with tabs or separators. Page limits, where stipulated, must be adhered to (page refers to one printed side of a piece of paper). Proposals shall be submitted on 8.5" X 11" paper, using standard margins and no less than 10 pitch font, utilizing both sides of the paper.

The format for the proposal is as follows:

##### **COVER LETTER**

##### **TECHNICAL PROPOSAL**

Tab 1: Factor 1, Offeror Experience

Tab 2: Factor 2, Past Performance

Tab 3: Factor 3, Management Plan

##### **PRICE PROPOSAL**

Factor 4, Price (In Sealed Envelope)

Offerors are asked to submit only the information and exhibits required. Do not submit any additional information such as brochures or other pre-printed materials.

#### **a. COVER LETTER**

A cover letter shall accompany the proposal. The cover letter shall include —

1. The solicitation number;
2. The name, address, telephone and facsimile numbers, and e-mail addresses of the Offeror;
3. The DUNS Number, CAGE Code, and Tax Identification Number (TIN) of the Offeror;
4. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
5. Names, titles, phone and facsimile numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation and;

6. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
  - i. Individuals. A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words "an individual doing business as *[insert name of firm]*."
  - ii. Partnerships. A contract with a partnership shall be signed in the partnership name.
  - iii. Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign.
  - iv. Joint Ventures. A contract with a joint venture may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
  - v. Agents. When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the Contracting Officer.

**b. TECHNICAL PROPOSAL**

**FACTOR 1, OFFEROR EXPERIENCE:**

Solicitation Submittal Requirements: The Offeror shall submit the following under Tab "1" of their technical proposal:

1. Use format in Attachment J2 (Offeror Experience Project Data Sheet) to submit projects for evaluation under experience. Submit Attachment J1 under Tab "1" of the proposal.
2. Submit projects for construction management services.
3. Submit projects completed or substantially completed (80% or more) within five-year period. The five-year period is calculated by counting back five years from the date set for the receipt of proposals in the RFP.
4. Submit a maximum of five (5) projects for the Offeror.
5. Submit evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the subcontractors, as applicable.

Proposals that fail to use format in Attachment J2 **may** be rated lower. All projects submitted which are outside the five-year period or above the maximum number allowed for consideration **will** be removed and discarded prior to evaluation. All projects submitted which are not relevant in scope **will** be removed and discarded prior to evaluation. Offerors who submit relevant projects for a subsidiary, satellite office, parent company, or predecessor company must fully explain how this office will participate in this contract. If it is not clear how this office will participate in this contract, the project **will** be removed and discarded prior to evaluation.

**FACTOR 2, PAST PERFORMANCE:**

Solicitation Submittal Requirements: The Offeror shall submit the following under Tab "2" of their technical proposal:

1. Submit one of the following for each of the projects submitted under Factor 1 – Offeror Experience:

- a. A Past Performance Questionnaire (PPQ) (Attachment J3) or Construction Contractor Appraisal Support System (CCASS) Performance Evaluation – Construction Contract or Architect-Engineer Contract Administration Support System (ACASS).
  - b. If a commercial project, submit a PPQ.
  - c. If a Government project, submit a copy of a CCASS or ACASS. The Government will not evaluate any PPQ submitted for a Government project if an official CCASS or ACASS evaluation exists in the Government database.
  - d. An interim CCASS or PPQ will be accepted for evaluation if an Offeror submits projects which are at least 80%, but less than 100% complete.
2. If you are submitting a project that your firm performed as a subcontractor, the prime contractor may be cited as the client POC.
  3. Submit projects completed or substantially completed (at least 80%) within five-year period. The five-year period is calculated by counting back five years from the date set for the receipt of proposals in the RFP.
  4. Submit a maximum of five (5) projects for the Offeror.

#### FACTOR 3, MANAGEMENT PLAN:

Solicitation Submittal Requirements: The Offeror shall submit the following under Tab “3” of their technical proposal:

1. Submit a narrative, not to exceed twenty-five (25) pages (inclusive of charts and diagrams), describing each of the following:
  - a. The Offeror’s organizational structure, clearly delineating the lines of authority.
  - b. How the Offeror will execute work, describing the coordination between the COE/QAET teams, the home office, and the Government CME/ET teams.
  - c. How the Offeror will respond to proposed task orders that may have short notice site visits and/or response times for submitting a proposal.
  - d. How the Offeror will provide manpower, equipment, materials, and supplies to perform multiple task orders at various locations simultaneously.
  - e. The Offeror’s methods to recruit and retain qualified personnel, as well as a training plan to be utilized for such personnel to ensure an optimal level of performance.
  - f. How the Offeror will deal with succession/replacement of key personnel.
  - g. How the Offeror will respond to client inquiries in a timely manner.
  - h. How the Offeror will ensure quality control and how it will be managed and maintained during the performance of work.

#### **c. PRICE PROPOSAL**

#### FACTOR 4, PRICE:

Solicitation Submittal Requirements: The Offeror shall submit the following original documents in a sealed envelope clearly marked in the bottom right corner as follows:

**Offeror’s Name**

**PRICE PROPOSAL SUBMITTED UNDER RFP N40192-10-R-0002**

**DO NOT OPEN IN MAILROOM**

The envelope shall contain the following original documents in the order stated below:

1. Standard Form (SF) 33 (Solicitation, Offer, and Award) – Offeror is to complete blocks 15 through 18
2. Exhibits A thru E from Section J of the solicitation – Offeror is to complete all ELIN unit pricing for each contract period, which will become the rates effective at contract award
3. Representations and Certifications from Section K of the solicitation – Offeror is to complete Section K and the Online Representations and Certifications Application (ORCA)
4. Joint Venture Agreement (if applicable)

**L3. PROPOSAL SUBMISSION REQUIREMENTS**

In response to this RFP, a total of one (1) original and two (2) hard copies of the complete proposal must be received by this office no later than the date and time stated in Block 9 of the SF33. Proposal must be clearly marked on the outside of the package with the solicitation number. Offerors should address all evaluation factors and shall submit the proposal to the following address:

Naval Facilities Engineering Command Marianas  
Attention: Teresa Aguon  
Building 101, 1st Floor  
Naval Base Guam 96910

**PROPOSALS MUST BE RECEIVED AND DATE/TIME STAMPED BY THE CONTRACTING OFFICER ON OR BEFORE THE DATE AND TIME SPECIFIED IN THE RFP. LATE SUBMITTALS WILL NOT BE CONSIDERED UNLESS IT MEETS THE REQUIREMENTS IN FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION.**

**L4. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Thursday, April 29, 2010 at 9:00 a.m., Guam time, at the NAVFAC Marianas Bldg 102 Conference Room 3, Naval Base Guam, where questions will be answered relative to this RFP. Comments, constructive criticism, and identification/notification of RFP inconsistencies are solicited as well.

All prospective Offerors are urged to attend this conference. In order to make the conference as productive as possible, Offerors are requested to submit, one week prior to the pre-proposal conference, any questions they may have in writing to Teresa Aguon via email at [Teresa.Aguon@fe.navy.mil](mailto:Teresa.Aguon@fe.navy.mil) or by facsimile at (671) 339-7077. The submission of written questions will not preclude anyone from posing questions during the pre-proposal conference. During the conference, written, signed questions will be accepted, and will be answered during the conference if time permits. **ALL QUESTIONS MUST BE IN WRITING.**

Failure of a prospective Offeror to submit any questions or to attend the conference will be construed to mean that the Offeror fully understands all requirements of the solicitation. Prospective Offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the concepts involved in the requirement and the specifications, terms, and conditions of this solicitation.

No minutes of this meeting will be issued. All prospective Offerors are advised that this solicitation will remain unchanged unless it is amended in writing. However, if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment as described in Contract Clause "Amendment to Solicitations" of this section shall be applicable.

The use of cameras, tape recorders, and other recording devices are prohibited during the pre-proposal conference.

Requests for base access to attend the pre-proposal conference must be sent using Attachment J4 to Teresa Aguon at [Teresa.Aguon@fe.navy.mil](mailto:Teresa.Aguon@fe.navy.mil). All requests for base access must be submitted by April 27, 2010 Guam time.

#### **L5. JOINT VENTURE, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIP**

Joint Venture Offerors shall provide a copy of the joint venture agreement. The agreement shall include information that identifies the responsibilities for each entity under this contract, demonstrate the relationship between firms, and identify contractual relationships and authorities to bind each entity of the joint venture. The Joint Venture also needs to complete the online representations and certifications for each joint venture member as well as for the joint venture itself.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:

- a. A copy of the JV, LLC, or LTD agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
  - i. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
  - ii. The management approach in terms of who will conduct, direct, supervise, and control.
  - iii. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
  - iv. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents).
- c. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contact, e-mail address, phone number and facsimile number.

#### **L6. CENTRAL CONTRACTOR REGISTRATION (CCR)**

Contractors must be registered in the CCR prior to award of a DoD contract. For more information, see the CCR website at <http://www.ccr.gov>. **A contract cannot be awarded to a contractor not registered in CCR.** Remember to review the NAICS codes listed in your CCR record and make sure that you have listed the NAICS code for this procurement (NAICS 236220 – Commercial and Institutional Building Construction).

#### **L7. ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATIONS (ORCA)**

In order to participate in this solicitation, Contractors shall complete electronic representations and certifications. To complete the ORCA, see the ORCA website at <http://orca.bpn.gov>. Two items are needed prior to ORCA registration: (1) an active record in CCR and (2) an MPIN from that active CCR record. Once logged into the ORCA website using a valid DUNS number and MPIN, **MAKE SURE TO COMPLETE THE ORCA REGISTRATION PROCESS BY CLICKING THE "CREATE ORCA RECORD" BUTTON AT THE BOTTOM OF THE PAGE.** Contractors must then complete the questionnaire and click the "Submit Certification" button when finished. For step-by-step instructions on how to enter your ORCA application, go to the following website: <http://orca.bpn.gov/help.aspx> and click on "ORCA Handbook".

**NOTE: CONTRACTORS MUST COMPLETE BOTH THE FAR AND DFARS REPRESENTATIONS AND CERTIFICATIONS ON THE ORCA WEBSITE. CONTRACTORS ARE PROVIDED ACCESS TO THE DFARS PROVISIONS ONLY WHEN THEY ANSWER AFFIRMATIVELY THAT THEY WOULD LIKE TO DO BUSINESS WITH THE DEPARTMENT OF DEFENSE.** Contractors are advised that both FAR and DFARS provisions must be listed on their ORCA record in order to participate in this solicitation.

## **L8. FEDERAL CONTRACTOR PROGRAM**

In accordance with Federal Acquisition Regulation (FAR) 22.1303, any contractor or subcontractor with a contract of \$100,000 or more with the Federal Government must take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based on their disability or veteran's status.

Companies must file an annual VETS-100 report, which shows the number of targeted veterans in their workforce by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at VETS-100 Internet site at <https://vets100.vets.dol.gov> or employers may contact the VETS-100 Processing Center at (301) 306-6752 or e-mail at [helpdesk@vets100.com](mailto:helpdesk@vets100.com). **A contract cannot be awarded to a contractor that has not submitted a required annual form VETS -100, Federal Contractor Veterans' Employment Report (VETS-100 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.**

## **L9. INCURRED EXPENSES**

The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

## **L10. PRE-AWARD SURVEY/RESPONSIBILITY DETERMINATION**

This pre-award survey/responsibility determination is not part of the technical evaluation. FAR subpart 9.104 requires prospective contractors to demonstrate that they have adequate financial resources to perform the contract or the ability to obtain them; capability to comply with the required performance schedule; satisfactory performance record; and be otherwise eligible to receive an award under applicable laws and regulations. This is notice that the Contracting Officer may request Offerors to submit the following information for review and determination prior to award:

- a. Company financial statements (balance sheets and income statements) for the past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities among companies and provide same information for each partner.
- c. Newly-formed entities (e.g. limited liability companies (LLC)), limited partnerships (LTD) and newly created corporate subsidiaries) that are the entity liable on the contract ordinarily have no record or an insufficient record of relevant experience, past performance, and financial capability to support a responsibility determination. In such cases, the offeror may rely on the resources of the LLC member, parent, limited partner, or other entities related to the offeror for responsibility purposes where the offer submits a guaranty from the entity providing the resources.
- d. A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete. If the list of existing commitments is extensive, provide the required information on at least five projects of similar dollar value and a summary of the existing commitments to include number of contracts, total dollar value of all contracts, and total dollar value of work remaining.



## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-19	Notification of Ownership Changes	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.252-3	Alterations in Solicitation	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the

Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-Fixed Price** contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Naval Facilities Engineering Command Marianas, PSC 455 Box 195, FPO AP 96540-2200.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)  
[www.acq.osd.mil/dpap/dars](http://www.acq.osd.mil/dpap/dars)

(End of provision)

#### 5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) PROPOSAL REQUIREMENTS. The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

(1) 1 completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) 2 copies of the technical proposal.

(3) 2 copies of the cost/price proposal.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer. (End of clause)

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS

#### **M1. SOURCE SELECTION**

This is a negotiated procurement issued as a set-aside to Small Business (SB) concerns only with the intent to award a contract to the responsible offeror submitting a proposal that conforms to the requirements of the solicitation and is determined to provide the best value to the Government, price and other factors considered. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with Offerors in the competitive range; and to award the contract to the Offeror submitting the proposal determined to represent the best value. Negotiation permits proposals to be evaluated based on price competition, technical merit and other factors; permits impartial and comprehensive evaluation of offerors' proposals; permits discussions if necessary; and the use of a tradeoff process when it may be in the Government's best interest to consider selection to other than the lowest priced offeror or to other than the highest technically rated offeror.

#### **M2. INTENT TO AWARD WITHOUT DISCUSSIONS**

The Government intends to evaluate all proposals received and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)), therefore, the initial proposal shall conform to the solicitation requirements and shall contain the Offeror's best offer from a technical and price standpoint. The Government reserves the right to conduct discussions to maximize the Government's opportunity to obtain the best value and reserves the right to further limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government will not award a contract to an Offeror whose proposal exceeds the funds available for award of the contract.

#### **M3. BASIS OF AWARD**

The contract resulting from this solicitation will be awarded to the responsible Offeror whose offer, conforming to the solicitation, is determined to be the most advantageous to the Government considering Price and Technical evaluation factors. The technical evaluation factors are of equal weight, and when combined, are considered approximately equal to price. Award may be made to other than the lowest priced Offeror or other than the highest technically rated Offeror. Business judgments and tradeoffs will be used to determine the proposal offering the best value to the Government. In determining the best value to the Government, the Government need not quantify the tradeoffs that led to the best value decision.

#### **M4. ENFORCEABILITY OF PROPOSAL**

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of the contract. Items offered in the contractor's proposal (e.g., key personnel, subcontractors, etc.) are binding on the contractor and shall be provided for the duration of the contract. Substitutions will require prior Contracting Officer's approval and shall be equal or better, in the judgment of the Contracting Officer, than the items originally proposed.

#### **M5. EVALUATION CRITERIA**

- a. The contract resulting from this solicitation will be awarded to the responsible Offeror whose offer, conforming to the solicitation, is determined to be the most advantageous to the Government considering Price and Technical evaluation factors. The relative order of importance of the technical evaluation factors are considered of equal weight, and when combined, are approximately equal to price. Award may be made to other than the lowest priced Offeror or other than the highest technically rated Offeror. Business judgments and tradeoffs will be used to determine the proposal offering the best value to the Government.

In determining the best value to the Government, the Government need not quantify the tradeoffs that led to the best value decision.

- b. "Relevant" means similar to the instant acquisition in terms of complexity and nature of the work being solicited. Projects submitted for evaluation that are larger and more complex may receive higher ratings. The Government will only consider projects for construction management services.
- c. Past performance information on "relevant projects" meeting the definition in paragraph (b) will constitute the primary consideration in the Government's evaluation under this factor. The Government may, however, review and consider past performance information on other projects as made available to the Government from other sources such as the Construction Contractor Appraisal Support System (CCASS) and inquiries with previous clients / owners. The Government will determine the relevance of the past performance information received on other projects, as well as consider the source, context and currency of such information in its evaluation.
- d. Offerors who submit past performance and experience information of a parent, sister, predecessor or other affiliated company must describe what involvement such company will have on the instant acquisition. The proposal should clearly indicate how the resources of the parent, sister, predecessor or other affiliated company – its workforce, management, facilities, or other resources – will be provided or relied upon for contract performance.
- e. The Contracting Officer may discount favorable past performance and experience of a subcontractor unless the prime contractor clearly provides, in its proposal, evidence of a **binding teaming agreement or other contractual agreement** which creates legal responsibility on the part of the subcontractors.
- f. The Offeror will not be rated favorably or unfavorably if the Offeror does not have a record of relevant past performance or if a record of past performance is unavailable. However, the Offeror with favorable relevant past performance may be considered more favorably than an Offeror with no past performance information.
- g. The Government, in compliance with FAR 15.305(a)(2)(ii), will allow Offerors to provide information on any problems encountered on any identified contracts, and any corrective actions taken by the Offeror.

#### **M6. PRICE EVALUATION**

The price proposal will be evaluated to determine the reasonableness and completeness of the Offeror's proposal. Unrealistically low (or high) proposed prices or prices unbalanced between the various option years, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement, or has made an unrealistic proposal.

#### **M7. RELATIVE IMPORTANCE OF EVALUATION FACTORS**

Factors 1 through 3 are of equal importance, and when combined are approximately equal to Factor 4. The importance of price will increase if Offerors' non-pricing proposals are considered essentially equal in terms of technical quality, or if price is so high, or low, as to significantly diminish the value of a proposal's technical superiority to the government. The solicitation requires offerors to address specific proposal requirements for each evaluation factor as stated in the solicitation.

#### **M8. DEFINITIONS**

**DEFICIENCY**: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**WEAKNESS:** A flaw in the proposal that increases the risk of unsuccessful contract performance.

**SIGNIFICANT WEAKNESS:** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

**STRENGTH:** A proposed method or technique in the proposal that exceeds the solicitation requirements and is of value to the Government.

**SIGNIFICANT STRENGTH:** A proposed method or technique in the proposal that has a high magnitude of value to the Government and appreciably increases the likelihood of successful contract performance.

**ACCEPTABLE FEATURES:** A proposed method or technique in the proposal that addresses solicitation requirements such that no further explanation or documentation is necessary.

**PAST PERFORMANCE:** Relates to how well an Offeror has performed; e.g., the quality of work accomplished, schedule compliance, client satisfaction.

**EXPERIENCE:** Pertains to work currently or previously performed by an Offeror, which is the same or similar to the work that may be ordered under this contract.

**PROJECT:** An activity or task providing construction management services similar in scope to the work described in this solicitation.

**SUBSTANTIALLY COMPLETE:** Applies to projects which are at least 80% complete.

**OFFEROR:** Refers to the Contractor submitting the proposal as Offeror, including joint ventures, whose name appears in Block 15 of Standard Form 33 (Solicitation, Offer and Award).

**FIVE-YEAR PERIOD:** Refers to period of time for which projects may be submitted for **offeror experience or past performance**. The five-year period is calculated by counting back five years from the specific date set for the receipt of proposals in the initial RFP.

**PAGE:** Refers to one printed side of a piece of paper. (For example, 5 pieces of paper printed on both sides would result in 10 pages of narrative.)

## **M9. BASIS OF EVALUATION**

### **FACTOR 1, OFFEROR EXPERIENCE:**

Basis of Evaluation: The Offeror's experience will be evaluated based upon demonstrated construction management services experience similar in scope, size, type, and complexity to the work in the RFP.

### **FACTOR 2, PAST PERFORMANCE:**

Basis of Evaluation: The Offeror's past performance will be evaluated based upon client satisfaction on recent relevant construction management services within the last five (5) years. Client satisfaction will be measured based upon quality of work, effectiveness of management, timely completion of work, and compliance with safety standards. Further, as an integral part of client satisfaction, the Offeror's termination for default history and safety record will also be evaluated.

The Government's sources of information for evaluating past performance may include, but are not limited to, any and all information provided by the contractor, inquiries of owner representative(s), any other known sources not provided by the Offeror, Occupational Safety and Health Administration (OSHA), and information from the U.S. Army Corps of Engineers CCASS or ACASS retrieved through the Past



Performance Information Retrieval System (PIRS). While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

FACTOR 3. MANAGEMENT PLAN:

Basis of Evaluation: The Offeror's management plan will be evaluated for overall approach in managing all projects. The approach shall be evaluated based upon the Offeror's proposed organizational structure, lines of authority, and coordination essential to executing projects. In addition, the Offeror will be evaluated on its methods of workforce management, client relationship management, and quality control.

FACTOR 4. PRICE:

Basis of Evaluation: Prices will be evaluated for reasonableness based on: (1) Comparison of proposed prices with other offers received in response to the solicitation; and (2) Comparison with the Independent Government Estimate. Unrealistically low (or high) proposed prices or prices unbalanced between the various option periods, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement, or has made an unrealistic proposal.

A. Exhibit A	B. Reference of Document Being Continued N40192-10-R-0002	C. PAGE
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D. NAME OF OFFEROR OR CONTRACTOR
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E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - BASE PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
A001	Construction Oversight Engineer (COE) (40 hr/wk)	2,080	HR		
A002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	2,080	HR		
A003	Specialized Technical Support				
A00301	Soils Engineer	40	HR		
A00302	Civil Engineer	40	HR		
A00303	Structural Engineer	40	HR		
A00304	Mechanical Engineer	40	HR		
A00305	Electrical Engineer	40	HR		
A00306	Land Surveyor	80	HR		
A00307	Hydrographic Surveyor	80	HR		
A004	Scheduler	2,080	HR		
A005	Cost Estimator	40	HR		
A006	Safety Officer (40 hr/wk)	1,040	HR		
A007	BCOE reviewer	40	HR		
A008	Field Office and associated utilities and maintenance	12	MO		
<b>TOTAL PRICE (ELIN A001 THRU A008)</b>					

Base Period

A. Exhibit B	B. Reference of Document Being Continued N40192-10-R-0002	C. PAGE
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D NAME OF OFFEROR OR CONTRACTOR

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
---------------	---------------	----------------------------	-----------	-----------------	-------------

**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - FIRST OPTION PERIOD  
INDEFINITE QUANTITY WORK**

Unit Price                      Total  
Amount

B001	Construction Oversight Engineer (COE) (40 hr/wk)	2,080	HR		
B002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	2,080	HR		
B003	Specialized Technical Support				
B00301	Soils Engineer	40	HR		
B00302	Civil Engineer	40	HR		
B00303	Structural Engineer	40	HR		
B00304	Mechanical Engineer	40	HR		
B00305	Electrical Engineer	40	HR		
B00306	Land Surveyor	80	HR		
B00307	Hydrographic Surveyor	80	HR		
B004	Scheduler	2,080	HR		
B005	Cost Estimator	40	HR		
B006	Safety Officer (40 hr/wk)	1,040	HR		
B007	BCOE reviewer	40	HR		
B008	Field Office and associated utilities and maintenance	12	MO		

**TOTAL PRICE (ELIN B001 THRU B008)**

First Option Period

A. Exhibit C	B. Reference of Document Being Continued N40192-10-R-0002	C. PAGE
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D. NAME OF OFFEROR OR CONTRACTOR
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E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - SECOND OPTION PERIOD  
INDEFINITE QUANTITY WORK**

Unit Price                      Total  
Amount

C001	Construction Oversight Engineer (COE) (40 hr/wk)	2,080	HR		
C002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	2,080	HR		
C003	Specialized Technical Support				
C00301	Soils Engineer	40	HR		
C00302	Civil Engineer	40	HR		
C00303	Structural Engineer	40	HR		
C00304	Mechanical Engineer	40	HR		
C00305	Electrical Engineer	40	HR		
C00306	Land Surveyor	80	HR		
C00307	Hydrographic Surveyor	80	HR		
C004	Scheduler	2,080	HR		
C005	Cost Estimator	40	HR		
C006	Safety Officer (40 hr/wk)	1,040	HR		
C007	BCOE reviewer	40	HR		
C008	Field Office and associated utilities and maintenance	12	MO		
TOTAL PRICE (ELIN C001 THRU C008)					

Second Option Period

A.	B. Reference of Document Being Continued	C. PAGE
Exhibit D	N40192-10-R-0002	

D NAME OF OFFEROR OR CONTRACTOR

E	F	G	H	I	J
ELIN NO.	SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT

**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - THIRD OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
D001	Construction Oversight Engineer (COE) (40 hr/wk)	2,080	HR		
D002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	2,080	HR		
D003	Specialized Technical Support				
D00301	Soils Engineer	40	HR		
D00302	Civil Engineer	40	HR		
D00303	Structural Engineer	40	HR		
D00304	Mechanical Engineer	40	HR		
D00305	Electrical Engineer	40	HR		
D00306	Land Surveyor	80	HR		
D00307	Hydrographic Surveyor	80	HR		
D004	Scheduler	2,080	HR		
D005	Cost Estimator	40	HR		
D006	Safety Officer (40 hr/wk)	1,040	HR		
D007	BCOE reviewer	40	HR		
D008	Field Office and associated utilities and maintenance	12	MO		
<b>TOTAL PRICE (ELIN D001 THRU D008)</b>					

Third Option Period

A. <b>Exhibit E</b>	B. Reference of Document Being Continued <b>N40192-10-R-0002</b>	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - FOURTH OPTION PERIOD  
INDEFINITE QUANTITY WORK**

Unit Price                      Total  
Amount

E001	Construction Oversight Engineer (COE) (40 hr/wk)	2,080	HR		
E002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	2,080	HR		
E003	Specialized Technical Support				
E00301	Soils Engineer	40	HR		
E00302	Civil Engineer	40	HR		
E00303	Structural Engineer	40	HR		
E00304	Mechanical Engineer	40	HR		
E00305	Electrical Engineer	40	HR		
E00306	Land Surveyor	80	HR		
E00307	Hydrographic Surveyor	80	HR		
E004	Scheduler	2,080	HR		
E005	Cost Estimator	40	HR		
E006	Safety Officer (40 hr/wk)	1,040	HR		
E007	BCOE reviewer	40	HR		
E008	Field Office and associated utilities and maintenance	12	MO		

**TOTAL PRICE (ELIN E001 THRU E008)**

Fourth Option Period

## REQUEST FOR INFORMATION (RFI)

SOLICITATION N40192-10-R-0002

The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date shown in the solicitation. Please submit questions via email to Teresa Aguon at [Teresa.Aguon@fe.navy.mil](mailto:Teresa.Aguon@fe.navy.mil) or by fax at (671) 339-7077.

FIRM NAME: \_\_\_\_\_

POC: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER:

E-MAIL ADDRESS: \_\_\_\_\_

Question is regarding: (If known)

Section of the Request for Proposal: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Page number: \_\_\_\_\_

QUESTION:

[illegible]

## OFFEROR EXPERIENCE PROJECT DATA SHEET

***Provide the following information on projects to demonstrate past performance on recent, relevant projects. Use continuation sheets, if needed.***

**OFFEROR NAME:** \_\_\_\_\_

1. CONTRACT NO: \_\_\_\_\_

2. CONTRACT TITLE: \_\_\_\_\_

3. LOCATION: \_\_\_\_\_

4. ORIGINAL CONTRACT AMOUNT: \_\_\_\_\_

5. FINAL CONTRACT AMOUNT: \_\_\_\_\_

6. ORIGINAL CONTRACT COMPLETION: \_\_\_\_\_

7. FINAL CONTRACT COMPLETION: \_\_\_\_\_

8. ACTUAL DATE CONTRACT ACCEPTED: \_\_\_\_\_

9. ANY LIQUIDATED DAMAGES ASSESSED: \_\_\_\_\_

10. OWNER/CLIENT POINT OF CONTACT: \_\_\_\_\_

11. OWNER/CLIENT PHONE/FAX NUMBERS: \_\_\_\_\_

12. E-MAIL ADDRESS: \_\_\_\_\_

13. PRIME OR SUBCONTRACT WORK: \_\_\_\_\_

14. PERCENTAGE OF WORK PERFORMED: \_\_\_\_\_

15. CLIENT EVALUATION OF WORK PERFORMED (ATTACH EVALUATIONS, LETTERS OF APPRECIATION, ETC.)

16. PROVIDE A DESCRIPTION OF THE CONTRACT SCOPE OF WORK AS IT RELATES TO THE EVALUATION CRITERIA:

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**PAST PERFORMANCE QUESTIONNAIRE  
COVER SHEET  
Page 1 of 4**

***(NOTE TO OFFEROR: For each past performance questionnaire to be completed by a client and submitted to the Government as a reference, provide a copy of this cover sheet with your proposal identifying the client's point-of-contact information. Ensure correct phone numbers and email addresses are provided for the client point of contact.)***

1. OFFEROR: \_\_\_\_\_
2. FIRM BEING EVALUATED: \_\_\_\_\_
3. CONTRACT NUMBER: \_\_\_\_\_
4. PROJECT DESCRIPTION: \_\_\_\_\_
5. CONTRACT/TASK ORDER AMOUNT: \_\_\_\_\_
6. PERFORMANCE PERIOD: \_\_\_\_\_
7. REFERENCE ORGANIZATION NAME: \_\_\_\_\_
8. EVALUATOR'S CONTACT INFO:
  - a. NAME & TITLE: \_\_\_\_\_
  - b. PHONE NUMBER: \_\_\_\_\_
  - c. FAX NUMBER: \_\_\_\_\_
  - d. EMAIL ADDRESS: \_\_\_\_\_
9. EVALUATOR'S SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PAST PERFORMANCE QUESTIONNAIRE

### Page 2 of 4

#### ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

**E (EXCELLENT)** – Performance meets contractual requirements and exceeds the customer's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. (HIGH CONFIDENCE)

**G (GOOD)** – Performance meets contractual requirements and exceeds some requirements to the customer's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. (SIGNIFICANT CONFIDENCE)

**S (SATISFACTORY)** – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory. (CONFIDENCE)

**M (MARGINAL)** –Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. (LITTLE CONFIDENCE)

**P (POOR)** – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. (NO CONFIDENCE)

**N (NEUTRAL)** – No relevant past performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. (This is neither a negative nor positive assessment.)

## PAST PERFORMANCE QUESTIONNAIRE

Page 3 of 4

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. Was this a competitive Contract?	YES		NO			
2. Role of contractor.	Prime			Sub		
3. Ability to meet quality standards specified for technical performance.	E	G	S	M	P	N
4. Compliance with contractual terms and conditions.	E	G	S	M	P	N
5. Quality/integrity of technical data/report preparation efforts.	E	G	S	M	P	N
6. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	G	S	M	P	N
7. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	G	S	M	P	N
8. Effectiveness of on-site management, including management of subcontractors?	E	G	S	M	P	N
9. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	G	S	M	P	N
10. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	G	S	M	P	N
11. Ability to successfully respond to emergency and/or surge situations.	E	G	S	M	P	N
12. Effectiveness of on-site management and control multidiscipline construction categories, including subcontractors.	E	G	S	M	P	N
13. Effectiveness of material management.	E	G	S	M	P	N
14. Effectiveness of acquisition management.	E	G	S	M	P	N
15. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	G	S	M	P	N
16. Contractor safety record.	E	G	S	M	P	N
17. Responsiveness regarding safety issues.	E	G	S	M	P	N
18. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	G	S	M	P	N

(Continued on Next Page)

## PAST PERFORMANCE QUESTIONNAIRE

Page 4 of 4

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

19. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	G	S	M	P	N
20. Ability to hire/apply a qualified workforce to this effort.	E	G	S	M	P	N
21. Ability to retain a qualified workforce on this effort	E	G	S	M	P	N
22. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E	G	S	M	P	N
23. Have there been any indications that the contractor has had any financial problem?	E	G	S	M	P	N
24. In summary, provide an overall rating for the work performed by this contractor.	E	G	S	M	P	N

COMMENTS: Objective comments / concerns relating to this Offeror.

[illegible]

**REQUEST FOR BASE ACCESS**

**FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE**  
**ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN BOTH CIVIL AND**  
**CRIMINAL PENALTIES**

**Privacy Act Statement:** Pursuant to 5 U.S.C. Section 552 and SECNAVINST 5720.42F, the information requested is voluntary; however, failure to provide the personal information requested is grounds to deny you entry onto COMNAVREGMARIANAS property

**DATE OF REQUEST:**

**COMPANY NAME OR INDIVIDUAL:**

**DESCRIPTION OF WORK TO BE PERFORMED:** Listing the Contract # is insufficient. Please be specific.

**Attend a Pre-Proposal Conference for Solicitation No. N40192-10-R-0002, Small Business Construction Management Services, Guam**

**AREA(S) OF ACCESS** (Must include Base Name(s), Location(s) and Building #(s) if applicable)  
(Example: Main Base, NCTS, USNH, KILO Wharf, Hsg Area etc.)

**NAVFAC Marianas Bldg 102 Conference Room 3**

**AUTHORIZED DATE/TIME OF ACCESS:**

**DATE:** 29 April 2010

**TIME:** 0730-1630

(Example: 0700-1630, if after normal working hours, please includes justification)

**DAYS OF ACCESS NEEDED:** Thursday

(Example: MON-FRI OR MON-SUN)

**DURATION/EXPIRATION DATE:** One-Day Pass / 29 April 2010

**EMPLOYEE(S) LAST NAME, FIRST NAME:**

**SSN:**

**GOVERNMENT AGENCY POINT OF CONTACT NAME AND TITLE:** **Teresa Aguon, Contract Specialist**

**CONTACT TELEPHONE:** **671-333-3171**

**DATE:**

**A STANDARD ADVANCE NOTICE OF ONE WEEK IS REQUIRED, ALTHOUGH BONIFIED EMERGENCIES WILL BE CONSIDERED ON A CASE, BY CASE BASIS.** Requests for weekend, non-standard duty hours and access to restricted areas (i.e. the naval magazine or supply) require special consideration and longer processing times. Please take this into consideration when making your requests.

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of  
Director Wage Determinations

Wage Determination No.: 2005-2147  
Revision No.: 9  
Date Of Last Revision: 07/22/2009

States: Guam, Northern Marianas

Area: Guam Statewide

Northern Marianas Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.21
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.09
01270 - Production Control Clerk		17.68
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.40
01532 - Travel Clerk II		12.35
01533 - Travel Clerk III		13.17
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.08

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05010 - Automotive Electrician	12.80
05040 - Automotive Glass Installer	11.86
05070 - Automotive Worker	11.86
05110 - Mobile Equipment Servicer	7.81
05130 - Motor Equipment Metal Mechanic	12.80
05160 - Motor Equipment Metal Worker	11.86
05190 - Motor Vehicle Mechanic	12.80
05220 - Motor Vehicle Mechanic Helper	9.92
05250 - Motor Vehicle Upholstery Worker	11.86
05280 - Motor Vehicle Wrecker	11.86
05310 - Painter, Automotive	12.13
05340 - Radiator Repair Specialist	11.86
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	11.86
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	8.67
07042 - Cook II	10.71
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.66
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.30
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.30
09090 - Furniture Refinisher Helper	10.31
09110 - Furniture Repairer, Minor	11.96
09130 - Upholsterer	13.99
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.62
11060 - Elevator Operator	8.12
11090 - Gardener	9.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.12
11210 - Laborer, Grounds Maintenance	8.31
11240 - Maid or Houseman	7.25
11260 - Pruner	8.12
11270 - Tractor Operator	9.39
11330 - Trail Maintenance Worker	8.31
11360 - Window Cleaner	8.31
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31

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12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	20.58
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	14.45
13012 - Exhibits Specialist II	17.92
13013 - Exhibits Specialist III	21.93
13041 - Illustrator I	14.45
13042 - Illustrator II	17.92
13043 - Illustrator III	21.93
13047 - Librarian	19.82
13050 - Library Aide/Clerk	11.51
13054 - Library Information Technology Systems Administrator	17.90
13058 - Library Technician	14.95
13061 - Media Specialist I	13.09
13062 - Media Specialist II	14.63
13063 - Media Specialist III	16.32
13071 - Photographer I	11.65
13072 - Photographer II	13.02
13073 - Photographer III	16.14
13074 - Photographer IV	19.75
13075 - Photographer V	23.91
13110 - Video Teleconference Technician	11.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	18.61
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.68



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16030 - Counter Attendant	7.68
16040 - Dry Cleaner	9.17
16070 - Finisher, Flatwork, Machine	7.68
16090 - Presser, Hand	7.68
16110 - Presser, Machine, Drycleaning	7.68
16130 - Presser, Machine, Shirts	7.68
16160 - Presser, Machine, Wearing Apparel, Laundry	7.68
16190 - Sewing Machine Operator	9.68
16220 - Tailor	10.15
16250 - Washer, Machine	8.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.23
21030 - Material Coordinator	17.68
21040 - Material Expediter	17.68
21050 - Material Handling Laborer	9.68
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.23
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	12.78
21150 - Stock Clerk	17.94
21210 - Tools And Parts Attendant	12.23
21410 - Warehouse Specialist	12.23
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.81
23021 - Aircraft Mechanic I	17.91
23022 - Aircraft Mechanic II	18.81
23023 - Aircraft Mechanic III	19.76
23040 - Aircraft Mechanic Helper	12.45
23050 - Aircraft, Painter	16.82
23060 - Aircraft Servicer	14.63
23080 - Aircraft Worker	15.80
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.67
23380 - Ground Support Equipment Mechanic	17.91
23381 - Ground Support Equipment Servicer	14.63
23382 - Ground Support Equipment Worker	15.80
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	14.88
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43

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23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	9.68
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.35
23640 - Millwright	15.43
23710 - Office Appliance Repairer	13.90
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.02
23810 - Plumber, Maintenance	14.22
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.49
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	11.30
24620 - Family Readiness And Support Services Coordinator	11.93
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.35
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	

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29010 - Blocker And Bracer	15.02
29020 - Hatch Tender	15.02
29030 - Line Handler	15.02
29041 - Stevedore I	14.22
29042 - Stevedore II	16.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.74
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	7.75
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	10.56
31363 - Truckdriver, Heavy	12.17
31364 - Truckdriver, Tractor-Trailer	12.17
99000 - Miscellaneous Occupations	
99030 - Cashier	7.25
99050 - Desk Clerk	8.82
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	14.76
99252 - Laboratory Animal Caretaker II	15.49
99310 - Mortician	22.34
99410 - Pest Controller	12.07
99510 - Photofinishing Worker	11.74

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99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	14.87
99830 - Survey Party Chief	19.95
99831 - Surveying Aide	11.34
99832 - Surveying Technician	14.74
99840 - Vending Machine Attendant	18.35
99841 - Vending Machine Repairer	21.43
99842 - Vending Machine Repairer Helper	18.35

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

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400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

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Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.





DEPARTMENT OF THE NAVY  
NAVAL FACILITIES ENGINEERING COMMAND MARIANAS  
PSC 455, BOX 195  
FPO AP 96540-2937

IN REPLY REFER TO:  
SB-CMS  
29 April 2010

**NOTICE 1**  
RFI QUESTIONS AND ANSWERS  
SOLICITATION N40192-10-R-0002,  
SMALL BUSINESS CONSTRUCTION MANAGEMENT SERVICES, GUAM

QUESTION 1: There are several work locations that are identified in the solicitation document (item f on page 8 of 54) that the CMSC is to provide office space for unless it is in the best interest of the Government to provide the work places. Has the Government determined that any of these spaces will be provided, or should we anticipate that the listed four locations, and potentially others will be provided by the CMSC?

Answer 1: Deferred.

QUESTION 2: Are there restrictions on the type of vehicles that will be allowed on base for use by CMSC staff? For example, are full size SUV's and Trucks allowed on all of the bases?

Answer 2: There are no restrictions on type of vehicles allowed.

QUESTION 3: Since the Senior Program Manager required to manage this effort appears to be a key person, wouldn't it be beneficial in your assessment of the contractor's ability to perform to have a resume of the Senior Program Manager's qualifications and relevant experience as part of the proposal? This would only add a few more pages to the proposal and therefore would not be too difficult to provide or be evaluated.

Answer 3: The RFP will not require submission of a resume of the Senior Program Manager.

QUESTION 4: Since this is an IDIQ contract that will require managing multiple task orders for CM services, wouldn't previous experience managing IDIQ CM Services contracts be important relevant experience that could be used for the Project Experience Data Sheets and Past Performance Questionnaires? In other words, wouldn't expanding the RFP definition of a project to include an IDIQ CM Services contract be beneficial?

Answer 4: There is no change to the evaluation factors or the RFP definition of a project. However, Offerors may provide this information to demonstrate experience.

QUESTION 5: On other NAVFAC CM services contracts, assigned contractor personnel are required to be U.S. citizens and pass background checks to enable them to obtain CAC cards – will this also be required for all contractor personnel provided on this contract?

Answer 5: CAC cards will not be issued to contractor personnel provided on this contract.

QUESTION 6: On the Project Data Sheet, there is a question regarding Liquidated Damages which are typically only associated with a construction contract – is the other data requested in the project data sheet referring to the construction project the CM provided support services for or is it for the CM contractors delivery order or contract?

Answer 6: Deferred.

QUESTION 7: Since some of the projects potentially to be supported are very large and complex (e.g. \$400M Hospital), wouldn't it be beneficial to provide additional labor categories for the COE and QAET with more than only 5 years experience with a degree and 10 years without an associates degree (e.g. Senior COE or Senior QAET)? Even if there are relatively few large and complex projects planned for this program, it would provide NAVFAC an option to provide this additional capability and experience in case NAVFAC does not have this senior/experienced key staff available in house.

Answer 7: The minimum requirements identified in Section C are sufficient for this contract.

QUESTION 8: Due to the complexity of some of the projects, some COE and QAET staff with specialized experience may be important (e.g. Mechanical, Electrical and Structural) to ensure proper oversight, wouldn't it be helpful to add a few of these critical disciplines (e.g. QAET Mechanical, QAET Electrical, etc.) to provide an option for NAVFAC to tailor its CMS support to the project?

Answer 8: The minimum requirements identified in Section C are sufficient for this contract.

QUESTION 9: In paragraph C6, the CMSC safety personnel are required to be “fully qualified and possess the commensurate appropriate training and certifications.” Would it be possible to list the minimum training and certifications for this position since that typically determines the pay scale for the personnel that is sometimes required for NAVFAC and USACE CMS contracts much more highly qualified and compensated than someone with only 5 years experience)?

Answer 9: Deferred.

QUESTION 10: What are the qualifications, certifications and experience required for the Scheduler, Cost Estimator and BCOE? It might be beneficial to establish a range of experience to provide flexibility to NAVFAC on capability required for specific project scopes and types, as well as ensure there is a level field for pricing.

Answer 10: Deferred.

QUESTION 11: Given the anticipated high level of construction activity, will CMS contractor staff be expected to work overtime and thus beneficial to have overtime rates be included as part of the price proposal?

Answer 11: Deferred.

QUESTION 12: Paragraph C1.f discusses requirements for on-site workspace for contractor staff and some Government personnel at up to four (4) project sites and the price proposal has a line item for monthly cost for field office and associated utilities and maintenance. Is this the field office cost for each project site? How many contractor staff should be assumed at each field office?

Answer 12: Yes, the field office cost is for each project site. It would be at the discretion of the Offeror as to how many contractor staff will be at each field office.

QUESTION 13: B1 of the solicitation states the contract is for CM services to support various construction projects listed under C2.c. It further states that the task orders under the contract will not consist of... "architect-engineering (A-E) services as defined in either 40 USC 1102 or FAR Parts 2 and 36." Statement of Work items C2, C3, C4, C5 and C7 are historically A-E services under 48 USC Subpart 36.6. Why are these considered different?

Answer 13: Professional registration is not required to perform the services listed in Section C.

QUESTION 14: Reference B3 Conflicts of Interest Page 5. Does a conflict of interest exist when a subcontractor performing Specialized Quality Assurance Support of the CMSC (under this RFP) intends to bid for the Construction Contracts of the subject projects as a subcontractor (not as a prime) not involved in designing, preparation of statement of work, specs nor plans? If we were hired by the CMSC to perform inspections as a subcontractor under this RFP, will that disqualify us from submitting a bid to the prime contractor bidders for the Construction Contracts of the subject projects (for the construction services not involving designing, preparation of statement of work, specs nor plans)?

Answer 14: Yes, a potential conflict of interest may exist between the roles of a firm that has participated in a construction contract and the roles of a firm providing the scope of construction management services contemplated under this solicitation due to potential bias that may impact the performance of these construction management tasks. Firms that have or are performing contracts which involve substantial work in connection with Guam projects to be executed during the life of the proposed contract will be strictly scrutinized to determine whether their ability to perform the full scope of construction management services sought under this solicitation is significantly impaired due to the conflict in roles. If an offeror believes that they can perform the scope of services notwithstanding the potential conflict identified above, the offeror shall provide a mitigation plan that clearly addresses the potential conflicts and remedies any potential bias or impaired objectivity that may arise in providing the construction management services outlined in this solicitation.

QUESTION 15: Will source inspection be required for steel and/or concrete members, products, components, etc., fabricated and/or manufactured outside of Guam?

Answer 15: No.

QUESTION 16: Would holding this contract be construed a conflict of interest in other Guam solicitations/projects?

Answer 16: Refer to answer to question 14.

QUESTION 17: Qualifications for COE indicate that the project executive-level staff that will be needed to direct the larger projects will not be provided by the consultant under this RFP. Can proposers expect that providing such very senior specialist staff will not be a part of the contract services?

Answer 17: Deferred.

QUESTION 18: Do the CM contract as well as the Construction contracts require Buy American clauses? Especially, would US manufactured vehicles be required?

Answer 18: No, the Buy American Act clauses do not apply to the CM contract. However, the Buy American Act clauses do apply to the construction contracts. US manufactured vehicles are not required.

QUESTION 19: Do Davis-Bacon wage requirements apply to professional services even if the NAICS code is classifies as non-professional?

Answer 19: No, Davis-Bacon wage requirements do not apply to this contract.

QUESTION 20: Utilities, etc. to CM offices. Will NAVFAC provide nearby stubouts (say, within 10') adjacent to acceptable office locations (4 offices)? What utilities will be provided by NAVFAC at no cost to the consultant, if any?

Answer 20: NAVFAC will not provide stubouts or utilities to the contractor.

QUESTION 21: The solicitation says that local travel is to be included in rates, but is silent on stateside to Guam travel costs. Will NAVFAC reimburse expenses related to travel to Guam? Per Diem or Lodging reimbursement? Will consultant be able to bill employee relocation costs to the contract?

Answer 21: Travel, per diem, lodging, and relocation costs to Guam will not be reimbursed.

QUESTION 22: How do we access the closeout checklist from NAVFAC BMS?

Answer 22: The most recent NAVFAC closeout checklist is provided as Attachment 1 to Notice 1.

QUESTION 23: Will all reporting interface with NAVFAC/Fed Site or will we need some type of ftp portal for report submission/transfer?

Answer 23: Reporting vehicle will be provided by the Government post-award.

QUESTION 24: The Solicitation calls for at least 4 field offices. The size and other features of these offices and the cost of development could vary substantially for different staff levels, locations, distance to utilities hookups, and site development required. Should proposers make their best guess as to the cost of a "typical" site office with an expectation that NAVFAC will adjust the compensation up or down according to specific costs? Or, should we assume some worst case fixed cost that will be enough to cover all but the most extreme conditions and staffing levels?

Answer 24: NAVFAC will not adjust proposed costs to compensate for field office costs.

QUESTION 25: Is the fee proposal line item (A008) for cost of field offices meant to be for a single field office, or for all four?

Answer 25: The proposed cost is for a single field office.

QUESTION 26: Construction and dismantling of field offices will incur major costs in the first and last years of the contract. Although the first year is predictable, the last year may not be since the renewal of the contract may or may not occur. Should proposers assume that the field offices will all be built in the first year of the contract as a first order of work? And, should proposers assume and price for dismantling in the 5th year, subject to an expectation that the government will adjust the price to fairly compensate for early dismantling if the contract is not renewed.

Answer 26: Field offices will be ordered on a task order basis. No additional compensation for mobilization and demobilization will be considered.

QUESTION 27: Can a map of proposed construction projects locations be provided?

Answer 27: Projects will occur throughout DOD installations on Guam. Information is not releasable at this time.

# Construction Contract Turnover & Close-out Checklist

Contract No. \_\_\_\_\_ Building No: \_\_\_\_\_ BOD: \_\_\_\_\_

Project Title/Location: \_\_\_\_\_

*Note: Many turnover items, such as training & warranties, include multiple occurrences; the contractor's submittal and testing logs contain detailed information. This checklist is a tool for wrapping up the contract, not managing the acceptance and turnover.*

	Turnover Item	Action	Initial	Date	Transferred To:
1	Final inspection(s) performed	CM / ET	_____	_____	
2	Punchlist & clean-up complete	CM / ET	_____	_____	
3	Acceptance letter to contractor	CM	_____	_____	
4	Transfer letter to client	CM	_____	_____	
5	Record Drawings (As-Builts) accepted / forwarded Hardcopy _____ Electronic _____	ET / CM	_____	_____	
6	O&M manuals accepted, / forwarded Hardcopy _____ Electronic _____	ET / CM	_____	_____	
7	Warranties accepted / forwarded	ET / CM	_____	_____	
8	Special tools, materials, spare parts turned over	ET	_____	_____	
9	Keys turned over	ET	_____	_____	
10	TABS / ACATS complete / accepted	ET / CM	_____	_____	
11	Second Season TABS is pending No _____ Yes If yes, when? _____	ET / CM	_____	_____	
12	Contractor-supplied training complete	ET	_____	_____	
13	Systems (other than HVAC) tested / accepted	ET	_____	_____	
14	Waste Management Plan & Records submitted	ET	_____	_____	
15	Production/QC Reports through BOD	ET	_____	_____	
16	Approved submittals transferred Hardcopy _____ Electronic _____ N/A _____ (Submittals are part of OMSI package)	ET	_____	_____	
17	Personnel passes returned	ET	_____	_____	
18	Government-furnished utilities account closed	ET	_____	_____	
19	DD1354 accepted / forwarded	CM	_____	_____	
20	Environmental permits / reporting satisfied	ET / CM	_____	_____	
21	Hazardous materials disposal records complete	ET	_____	_____	

# Construction Contract Turnover & Close-out Checklist

	Turnover Item	Action	Initial	Date	Transferred To:
	<b>Overseas Projects</b>				
	Mixed Commission Requirements (Italy)				
	<b>Administrative Requirements</b>				
1	Contractor evaluation input complete DB ____ (Include DOR Dunns No in Block 20) DBB ____	CM	_____	_____	
2	A/E evaluation input complete	CM	_____	_____	
3	Complete Final Approved Design (Drawings & Specs)	CM	_____	_____	
4	CM files incorporated into official file	CM	_____	_____	
5	Electronic CM / ET files "archived"	CM / ET	_____	_____	
6	All modifications complete	CM / AQ	_____	_____	
7	Claims resolved N/A ____ Yes ____	AQ / CM	_____	_____	
	<b>Contract Closeout (Refer to BMS Sections B-1.7 and S-17 for complete requirements)</b>				
1	Payrolls complete	AQ			
2	Contractor Evaluation in CCASS	AQ			
	Copy to Contractor by letter				
3	A/E Evaluation in ACASS	AQ			
	Copy to A/E by letter				
4	Final Release and Final Invoice received and processed.	AQ			
5	Final Subcontracting Report Submitted NA ____	AQ			
6	Contract Completion Statement DD1594 Completed in SPS	AQ			
7	Contract closed out in FIS	AQ			
	<b>Contracts that are part of a Military Construction Project</b>	<b>Project No. _____</b>			
	Notify PM/DM construction contract is closed out in FIS	AQ / CM			
	Refer to BMS B-11 (under construction)				

Contract No. \_\_\_\_\_





AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 04-May-2010		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE COMMANDING OFFICER - NAVFAC MARIANAS PSC 455, BOX 195 FPO AP GU 96540-2937		7. ADMINISTERED BY (If other than item 6) CODE <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. N40192-10-R-0002	
				X 9B. DATED (SEE ITEM 11) 19-Apr-2010	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  N40192-10-R-0002, Small Business Construction Management Services, Guam  See Continuation Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED 04-May-2010	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
ENCLOSURE (2)  
FAR (48 CFR) 53.243

## SUMMARY OF CHANGES

The following have been added by full text:

### AMENDMENT 0001 BLOCK 14

SF30 Block 14 Continuation Page:

(a) In accordance with FAR 52.252-3 Alterations in Solicitation (APR 1984), portions of this solicitation are altered as follows:

1. Revise Section B Paragraph B7.c. to state:
  - c. In developing the required rates, Offerors must include all allowable overhead costs **and incidental related costs** to include **work spaces for contracted staff**, home office support, anticipated company-wide increases, fringe benefits, individual employee promotions, all direct labor costs, computer time, data entry, computer software, carrier/messenger services, local travel and transportation, supplies, equipment, communication services, and profit associated with this contract. Price increases will not be granted for any alleged omissions or miscalculations of contract pricing.
2. Remove from Section B Paragraph B8.a. the term "non-responsive."
3. Replace Section C, Descriptions and Specifications - Statement of Work, in its entirety with Section C, Statement of Work Amendment 0001. See Attachment (1) of this amendment.
4. Revise Section F Delivery Information to specify period of performance for the base period as 12 months after date of contract award.
5. Revise Section G Paragraph G2.a.1. to state:
  1. When the Government requires work under the contract, a Request for Proposal Letter (RFPL) will be issued as appropriate. RFPLs are normally accompanied by a Statement of Work (SOW) with a list of work categories (priced per Contract Rate Schedule) and quantities for the proposed Task Order (TO). **The contractor shall promptly provide concurrence of the line items and quantities of work to be performed for each task order by submitting a certification of the work to be performed.** Any discrepancies between the Government's and Contractor's proposed work categories, quantities, and performance period shall be resolved before a Task Order is issued.
6. Revise Section L Paragraph L2.b. under Factor 2, Past Performance to state:
  1. Submit one of the following for each of the projects submitted under Factor 1 – Offeror Experience:
    - a. A Past Performance Questionnaire (PPQ) (Attachment J2), **a Contractor Performance Assessment Report (CPAR) for Services**, a Construction Contractor Appraisal Support System (CCASS) Performance Evaluation – Construction Contract, or an Architect-Engineer Contract Administration Support System (ACASS) Performance Evaluation.
    - b. If a commercial project, submit a PPQ.
    - c. If a Government project, submit a copy of a **CPAR**, CCASS, or ACASS. The Government will not evaluate any PPQ submitted for a Government project if an official **CPAR**, CCASS or ACASS evaluation exists in the Government database.
    - d. An interim **CPAR**, CCASS, ACASS or PPQ will be accepted for evaluation if an Offeror submits projects which are at least 80%, but less than 100% complete.

7. Revise Section L Paragraph L2.b. under Factor 3, Management Plan, Paragraph 1.h to state:

- h. How the Offeror will ensure quality control **of construction management services provided** and how it will be managed and maintained during the performance of work.

8. Revise FAR Clause 52.216-1, Type of Contract (APR 1984), in Section L to state:

The Government contemplates award of a **Firm-Fixed Price Indefinite Delivery/Indefinite Quantity** contract resulting from this solicitation.

9. Replace Exhibits A through E (Contract Rate Schedules) in their entirety with Exhibits A through E (Contract Rate Schedules) Amendment 0001. See Attachment (2) of this amendment.

10. Delete line 9 from the Offeror Experience Project Data Sheet in Attachment J2.

(b) Notice 2 is provided in response to Requests For Information (RFI). See Attachment (3) of this amendment.

(c) **Submit proposed unit prices for all ELINs using Attachment (2) of this amendment.**

(d) The date for receipt of proposals is extended to May 27, 2010 at 4:30pm local time.

(e) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

### Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A-E	Contract Rate Schedule	5	15-APR-2010
Attachment J1	Request for Information Form	1	15-APR-2010
Attachment J2	Offeror Experience Project Data Sheet	1	15-APR-2010
Attachment J3	Past Performance Questionnaire	4	15-APR-2010
Attachment J4	Base Access Request Form	1	15-APR-2010
Attachment J5	Wage Determination No. 2005-2147 Rev. 9 Dated July 22, 2009	11	15-APR-2010

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A-E	Contract Rate Schedules - Amend 0001	5	04-MAY-2010
Attachment J1	Request for Information Form	1	15-APR-2010
Attachment J2	Offeror Experience Project Data Sheet	1	15-APR-2010
Attachment J3	Past Performance Questionnaire	4	15-APR-2010
Attachment J4	Base Access Request Form	1	15-APR-2010
Attachment J5	Wage Determination No. 2005-2147 Rev. 9 Dated July 22, 2009	11	15-APR-2010

(End of Summary of Changes)

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

**STATEMENT OF WORK  
AMENDMENT 0001****C1. CONTRACT PROCUREMENT OBJECTIVE AND OVERVIEW**

- a. The Construction Management Services Contractor (CMSC), acting as an independent contractor and not as an agent of the Government, shall furnish necessary personnel, facilities, travel, material, and equipment, to furnish construction management (CM) services. The CM services provided shall supplement existing NAVFAC workforce and provide the capability to support all construction projects and associated effort undertaken by NAVFAC Marianas and its customers located within the NAVFAC Marianas mission areas. All work under this contract shall be in accordance with Statements of Work (SOW), and will be performed within the NAVFAC Marianas region of operation.
- b. Contractors are required to perform all tasks identified in the SOW as ordered by Task Orders. However, contractors may not perform "inherently Governmental functions" as defined in FAR 7.5. As a matter of law and policy, an "inherently Governmental function" is one so intimately related to the public interest as to mandate performance by Government employees. The CMSC shall perform assigned tasks and coordinate with the construction contractors to the extent necessary, but shall not direct the construction contractors. Contractor personnel will be employed such that they undertake no action which would bind or make commitments on the behalf of the Government. Further, measures will be taken to avoid all appearances that contractor personnel have authority to bind or make commitments on behalf of the Government.
- c. The CMSC may be required to provide the result of their work to the designated Government representative for further action. The CMSC shall furnish, as applicable and required by individual task orders, all personnel, facilities, instruments, supplies, equipment and material, and complete all effort necessary for the performance of the work described in the various task order SOWs. In addition, the CMSC shall furnish transportation including vehicles with identifying signage for contracted employees to visit assigned work sites. The CMSC shall furnish Personal Protective Equipment (PPE), and other necessary equipment to accomplish the required effort as well as incidental services required or as ordered. The CMSC shall provide computers, printers, scanners, software, digital camera, web camera, cell phone and other IT equipment and software (i.e., Microsoft Word and Primavera Software) necessary to support the requirements of the individual SOW.
- d. The effort accomplished under this contract shall not be considered personal service as defined in FAR 37.104(d). Contractor personnel are not subject to continuous supervision or control by a Government officer or employee. Each CMSC proposal, be it for task order or modification, must clearly identify conflicts or potential conflicts of interest. If no conflict exists, the contractor shall so state. Supervision of CMSC personnel assigned work on this contract is the responsibility of the CMSC. Specific work assignment and quality of performance of CMSC personnel is considered a supervisory responsibility to be provided solely by the CMSC and in no instance by Government personnel. As a practical matter, Government personnel may on a frequent basis, directly coordinate with or provide guidance and/or other types of information to CMSC personnel concerning the technical or administrative aspects of work being performed. This is particularly true in those instances where Government and CMSC personnel are working in close proximity with one another. However, at all times the direct lines of communication for establishing work requirements and standards of quality will come through the CMSC's management chain of supervision. As such, the CMSC is expected to establish a sufficient managerial and supervisory structure to ensure that work being performed by CMSC personnel is in accordance with the various task order scopes of work involved, and that the quality of work being performed by CMSC personnel is representative of the CMSC's professional standard. If the Government determines that an individual

employed by the CMSC is not meeting performance standards, the Government can direct a replacement be provided within 60 days of written notice.

- e. The CMSC is to appoint at least one senior program manager to be on the island of Guam, with assistant program managers as determined appropriate by the CMSC and the Contracting Officer. Other program or assistant program managers may be appointed and located outside of the site of construction as determined appropriate and necessary for quality contract performance. The on-site program manager is required to have a management and supervisory staff of sufficient size to coordinate, supervise and monitor the work of its other employees that may be assigned to various Government offices. The senior program manager and other management staff are overhead functions.
- f. The CMSC is to provide work spaces for the contracted staff on Government property as designated by the Contracting Officer's (KO) designated representatives, to include utilities, phone and internet services, furniture, and facility maintenance for the work spaces. The Government shall provide the facility for work spaces unless ordered via task order for the CMSC to provide a field office. Task orders issued for field offices provided by the CMSC shall meet the requirements of the UFGS 01 50 00 for temporary office space. Field offices shall be a minimum of 1600 sq. ft., of which 150 sq. ft. of lockable private office space with two workstations complete with telephone and hard-lined internet service will be provided in each of the CMSC field offices for use by Government personnel. It is anticipated that the CMSC will provide field offices for contracted staff in at least four locations: Naval Base Guam, Andersen Air Force Base, Marine Corps Base Finegayan, and Naval Hospital Guam unless it is in the best interest of the Government to provide the facilities at these locations. Supervisory staff may be located off Government property, or collocated at one or more of the on-site work places.
- g. CMSC personnel working on Government projects will be required to identify themselves as "contractors". Vehicles provided and operated by contracted personnel must also be identified as contractor provided. Identification of contractor personnel also applies to all communication whether written or verbal. Current and valid driver's license is required of each driver. All on site CMSC personnel shall be proficient in English and have completed the 30 hour OSHA and within 3 months complete the 40 hour NAVFAC Construction Hazard Awareness Course and the Construction Quality Management (CQM) for Contractors training course. CMSC personnel shall be well versed in the use and application of Microsoft Word and Excel, and Primavera Scheduling Software. CMSC personnel shall have the ability to write and speak concisely and authoritatively.
- h. The work requires some physical exertion such as long periods of standing, walking over rough, uneven, rocky or slippery surfaces; recurring bending, crouching, stooping, stretching, climbing ladders, or similar activities; or recurring lifting of moderately heavy less than 50 pounds, such as testing or measuring equipment; and regular visits to construction sites. Additionally, the work may require sufficient agility and dexterity such as those required to climb high ladders to conduct quality assurance reviews of on-going or completed construction work.
- i. The CMSC shall maintain confidentiality at all times of proprietary information pertaining to construction contractors, service providers or A-E firms with whom its employees come into contact. These contacts may occur during the course of work pertaining to this contract, or as the result of working in proximity to such information. The CMSC shall institute procedures acceptable to the Contracting Officer and fully comply with the Government's procedures for maintaining the confidentiality of information and maintenance of Federal procurement integrity standards of performance. All CMSC personnel will be required to maintain the security and confidentiality of all information that directly or indirectly comes into their possession or attention on a strict operational need-to-know basis. The CMSC's management and supervisory personnel will not seek, receive or otherwise have access to operational information or data that is being utilized by its employees in the performance of this contract where other companies, firms or contractors are involved or where such information is confidential to the interests of the U.S. Government and/or its clients and customers. This prohibition does not preclude the CMSC's appropriate management and supervisory staff from having access to information needed in the process of addressing Government observations pertaining to less than satisfactory work performance by its employees. Nevertheless, in all

such cases, access to such information will be kept to the minimum necessary for correction or resolution of those performance complaints.

- j. Task orders to be issued under this contract will be based on statements of work defining specific requirements. A wide variety of potential projects could be expected in this contract. Task Orders issued for Construction Oversight Engineer (COE) and Quality Assurance Engineering Technician (QAET) services are described under paragraph C2 below. The task order may require only COE or QAET services or both. The assigned COE/QAET for a project will be responsible to perform all the duties listed under C2. For services that are beyond the scope listed under C2 or for services for projects not under contract for COE/QAET services, a separate Task Order will be issued. The contract will include unit labor rates or lump sum rates for various project/construction management related disciplines. Extensions of these unit prices multiplied by the associated man-hours, determined to be fair and reasonable for the level of effort indicated by the scope of work, will be used to determine the amount of each individual task order. Possible actions anticipated under this contract are indicated below; however, this list is not intended to be all inclusive. Services for Specialized Technical Support not pre-priced will be negotiated.
  - 1. Construction Oversight Engineer and Quality Assurance Technician Services (see paragraph C2)
  - 2. Construction Contractor Schedule Review
  - 3. Cost Estimating Services
  - 4. Miscellaneous and Technical Specialists
  - 5. Construction safety oversight
  - 6. Environmental and cultural resources compliance oversight
  - 7. Perform constructability reviews
- k. The CMSC shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall take prompt, appropriate action in all instances of employee misbehavior that may reflect adversely upon the Government. The Contractor shall furnish to the Contracting Officer or designated representative, for review, a written report of disciplinary action taken in those instances where an infraction of Government regulations has been reported and substantiated.

## **C2. CONSTRUCTION MANAGEMENT SUPPORT FOR CONSTRUCTION INSPECTION, QUALITY ASSURANCE AND CONTRACT ADMINISTRATION**

- a. **GENERAL:** This Division describes the general scope of services for a COE/ QAET provided under the CMSC and defined by Task Order and individual SOW. The COE/QAET shall provide management support to NAVFAC Marianas for construction services such as construction inspection, quality assurance and contract administration.
- b. **SCOPE OF SERVICES:** The CMSC COE/QAET shall provide all labor, material, and equipment necessary to complete the work described in the paragraphs below. Specifically, the CMSC will be requested on a task order basis to furnish tasks as defined in the statements of work. The basic duties of the COE/QAET are as follows:

The overall management responsibility for the administration of a construction contract resides with the FEAD (Facilities Engineering & Acquisition Director)/ROICC (Resident Officer in Charge of Construction). The primary responsibility of the COE and QAET are to furnish the FEAD/ROICC or their designated Government representatives with documentation indicating whether the construction conforms to the contract requirements. The COE/QAET shall follow NAVFAC Business Management System (BMS) in the execution of required tasks. The BMS describes how NAVFAC provides products and services such as those listed below. The COE/QAET has no authority to direct the construction contractor(s) in any way regarding methods or procedures and shall not interfere with methods of

performance unless life and/or property are endangered. The FEAD/ROICC or its designated Government representative will be responsible for and sign all correspondence and specific directives to the contractor(s).

Specific tasks for the COE and QAET include but are not limited to the following with the QAET acting as the primary person responsible for on-site quality assurance and safety compliance:

1. Coordinate requests from Construction Contractor and Client.
2. Attend and record all required Construction Management, Quality Control/Quality Assurance, Safety, Environmental, Cultural Resources, and other meetings.
3. Provide submittal review/analysis and notes/comments/recommendations. Maintain submittal files in Construction Management System (CMS).
4. Provide construction schedule review/analysis and notes/comments/recommendations (for schedules up to 2000 activities).
5. Provide safety plan and activity hazard analysis review and notes/comments/recommendations.
6. Update and present construction project status reports and Construction Representative Reports (CRRs), including any necessary photographs.
7. Maintain a photo log of construction activities.
8. Monitor construction work for compliance with contract documents.
9. Provide Quality Assurance (QA) of the adequacy of the construction contractor's quality control program and tasks.
10. Report and document instances of non-compliance with quality control and safety requirements:
  - a. Draft, for the signature of the Government representative, Construction Contract non-Compliance Notice (CCCN) for any items of non-compliance.
  - b. For any operation which poses imminent danger to life or danger of serious disabling injury, that operation shall be halted immediately by the COE.
    - i. This is the only instance in which the CMSC has any authority or responsibility to issue direction to the construction contractor.
    - ii. If any operation is so halted, the designated Government representative shall be notified immediately by the CMSC and the circumstances shall be noted on the Contractor's Production report (CPR and the (CCCN).
11. Monitor compliance with environmental protection requirements. Review contractor submitted Environmental Protection Plan submittals, including, but not limited to, the EPA Notice of Intent (NOI) and Notice of Termination (NOT) forms for the National Pollutant Discharge Elimination System (NPDES) Construction Permit and Site-Specific Stormwater Pollution Prevention Plan (SWPPP) and all updates to the Site-Specific SWPPP and site-specific Best Management Practices (BMP) drawings in accordance with the Comprehensive, Regional Construction SWPPP. Prepare the EPA NOI and NOT for Government review and submission. Verify approved plan provisions are incorporated and maintained by the contractor. Incidents of potential threats to the environment (i.e. air quality, water quality, contamination/pollutants/solid/hazardous waste), cultural resources, or natural resources/endangered species/biosecurity issues shall be brought to the immediate attention of the appropriate Government representative by telephone, followed by a written notification within 3 business days.
12. Monitor construction surveying, materials and system testing.
13. Provide review/analysis and notes/comments/recommendations of frequent (daily/weekly) construction quality control, safety, and production reports.
14. Bring to the immediate attention of the FEAD/ROICC any instances where it is suspected that the construction contractor is in violation of the Labor Standards Provisions or the Workforce Housing and Logistics provisions of the contract.
15. Provide review/analysis and notes/comments/recommendations on Contractor's Requests for Payment, including:
  - a. Complete, with the construction contractor's representative, the monthly field pay estimate worksheet for each construction contract.
  - b. Inspect material stored off-site, where applicable.
  - c. Review and ensure as-builts/schedules are updated.



16. Coordinate with Government representative and key players on required inspections and the coordination meetings such as the Navy Red Zone meeting (coordination meeting typically held at 75% project completion).
  17. May assist in the preparation of contract modifications, including prepare estimates and review contractor's cost proposal, with the consent of the contractor submitting the proprietary data. Provide Claims and Delays Analysis (for claims up to \$250K).
  18. Maintain working files by construction contract of all reports, correspondence, etc. Update the CMS.
  19. Provide review/analysis and notes/comments/recommendations of the construction plans and specifications to determine the constructability of the facility.
  20. Requests for Information (RFI) management.
  21. Provide review, comments and recommendations for the interim and final DD 1354 documentation.
  22. Complete the closeout checklist in accordance with the NAVFAC BMS.
  23. Draft, for the signature of the Government representative, Warranty and Acceptance Letter at completion of the project.
  24. Review contractor's GIS data base for As Builts to ensure contract compliance with GIS requirements for underground utilities.
- c. **ANTICIPATED ASSIGNED PROJECTS:** The CMSC will be assigned construction contract management team duties for the following typical projects and others:
- Projects assigned will vary in type and magnitude and will consist of office and shop buildings, airfield expansions, utility installation, wharf repairs, industrial facilities, etc. Projects will be in the \$5M to \$400M range. The COE and/or QAET will be part of an assigned team consisting of a Government Construction Management Engineer (CME) who will be the team lead, a Government contract specialist, and a minimum of one Government Engineering Technician (ET) or CMSC QAET. The overall team responsibility of assigned projects will be in the range of \$100M-\$200M Work In Place/year. The assigned QAET will be the primary person responsible for the on site QA and safety compliance with assistance from the COE. Locations of the assigned projects are on the Island of Guam but will be on various military installations.
- d. **COE QUALIFICATIONS:** Submit qualifications of the proposed individual to the Contracting Officer for approval.

This person shall be a graduate of an accredited Architectural or Engineering college curriculum (four [4] year degree minimum), have a minimum of 5 years Construction Management experience performing tasks identified herein. U.S. Professional Engineering Registration is not required. The COE shall possess the skills and abilities listed below:

1. Ability to communicate effectively in English both orally and in writing. Experience in preparing correspondence, written reports, and in briefing management personnel.
2. Experience in developing and maintaining complex, long term, multi-year program construction management activities including submittal and RFI processing.
3. Experience and familiarity with Federal building projects design codes (UFGs) and construction techniques.
4. Developing and analyzing construction schedules, (i.e. Primavera P6) and managing and inputting into the Construction Management System.
5. Knowledge of construction practices and techniques, e.g., proper applications of construction materials and methods of installation.

6. Ability to accurately calculate construction costs for changes, price the value of needed work, and negotiate equitable adjustments.
  7. Ability to monitor the preparation of as-built activities of contractors to ensure that those documents are being prepared on an on-going basis. Review contractor submissions of as-built drawings for completeness and accuracy and advise in writing the appropriate Government personnel as to the acceptability of such submissions.
  8. Ability to identify critical and long lead-time materials and recommend procurement strategies to prevent negative impact on quality, cost, and schedule.
- e. QAET QUALIFICATIONS: Submit qualifications of the proposed individual to the Contracting Officer for approval.

This person shall either (1) be a graduate of an accredited college or university with at least an associate degree in Engineering Technology or Construction Management and having 5 years of construction experience or (2) have 10 years of construction experience performing the tasks identified herein. Certification from the National Institute for Certification in Engineering Technologies or other recognized organization is desired. The QAET shall possess the skills and abilities listed below:

1. Ability to communicate in English effectively orally and in writing.
  2. Experience in maintaining official construction site records.
  3. Experience in conducting meetings to resolve problems on construction projects and briefing clients and management personnel.
  4. In depth knowledge of construction practices and workmanship, including experience in proper uses of construction materials and installation methods.
  5. In depth experience interpreting construction drawings and specifications on construction projects.
  6. Experience in making materials take-offs for construction work.
  7. Ability and experience in the inspection of materials, workmanship and construction and installation of various systems within the inspector's area of expertise.
  8. Knowledge of safety practices in the construction industry, including a background of familiarity with USACE (EM -385-1-1) and OSHA safety requirements.
- f. COE/QAET AVAILABILITY

The CMSC will be required to provide a qualified COE/QAET within 75 calendar days of receipt of the Task Order, 10 calendar days of which will be allocated for the submission of qualified individual's resume, another 5 working days for Government review and approval by the Contractor Officer or its Representative. The Task Order shall be for a minimum of 12 months of service, 50 hours per week. In the event that the approved personnel must take leave for longer than 1 week within 6 months or 2 weeks within one calendar year, the CMCS contractor is required to provide a qualified COE with no interruption of services.

### **C3. CONSTRUCTION CONTRACTOR SCHEDULE REVIEW**

A Task Order may be issued specifically to provide review and analysis of the construction contractor schedule. The CMSC contractor shall provide all labor, material, and equipment to analyze the construction contractor's prepared network analysis schedule (NAS) submitted by the construction contractor for Government approval.

The CMSC contractor shall be knowledgeable of Suretrak, Primavera P-3, and Primavera P-6 and have at least 5 years experience in analyzing contractor schedules. Scheduler shall have experience performing construction schedule analysis including digger programs, analysis of changes to the Critical Path due to construction modifications and delay analysis.

The CMSC contractor shall review construction contractor's schedules, equipment delivery plans and progress to date and use this data to perform monthly projections of Construction Work in Place for the upcoming month on a project by project basis. These projections will be entered in the Construction Management System and other Government databases as directed.

The CMSC contractor shall analyze the NAS for reasonableness in activity durations, sequencing, and logic. The CMSC contractor shall also evaluate the activities included in the NAS for adequacy and appropriateness, and recommended additions or deletions of particular activities. After issuance of a delivery order, the CMSC contractor shall submit a report consisting, at a minimum, the following:

- a. An introduction containing background information such as the contract number and name, construction contractor, and a brief description of the methods utilized by the CMSC contractor as in analyzing the NAS.
- b. A statement of factual information regarding the content of the NAS, its logic, sequencing, and durations.
- c. A narrative of CMSC contractor comments, both objective and subjective, regarding the adequacy of the NAS and suggestions for improvement.
- d. A recommendation to the Government as to whether the NAS should be rejected, approved, or approved contingent upon incorporation of specific comments.

#### **C4. COST ESTIMATING SERVICES**

A Task Order may be issued specifically to provide cost estimating services. Services shall include: Cost analysis/evaluation of site or existing facility; feasibility / constructability reviews; identification of project cost exposures; recommendations for most cost-effective solutions; Value Engineering reviews; cost data for major equipment (long lead items); establish costing procedures for change orders; review proposals for adherence to bid documents; analyze credibility, qualifications, exceptions; cash flow projections; interference / delay avoidance assistance; progress payment schedule and approval assistance; cost analysis and reporting; inspection and verification; audit assistance; claims review, analysis and recommendations; expert witness testimony. The CMSC cost estimator shall have knowledge of Government estimating procedures and local market conditions. Cost estimator shall have at least 5 years of cost estimating experience, two of which shall be in projects on Guam in the last 2 years.

#### **C5. CONSTRUCTION SAFETY OVERSIGHT**

A Task Order may be issued specifically to provide construction safety oversight services. The CMSC safety personnel shall be fully qualified and possess the following training and certifications.

1. 30-hour OSHA construction safety class within the last 5 years.
2. 40-hour Construction Safety Hazard Awareness Training (most current EM385-1-1) through Guam Contractor's Association within the last 3 years.
3. At least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following areas of competency:
  - a. Excavation
  - b. Scaffolding
  - c. Fall protection
  - d. Hazardous Energy

- e. Confined Space
- f. Health hazard recognition, evaluation and control of chemical, physical and biological agents

The individual shall be fully conversant with the latest U.S. Army Corps of Engineers' safety publications (e.g., EM385-1-1) as well as all other applicable health and safety regulations, codes and standards and have a minimum of 5 years experience as a construction safety officer.

#### **C6. PERFORM CONSTRUCTABILITY REVIEWS**

A Task Order may be issued specifically to provide constructability review services. Perform bid ability, constructability, operability, and environmental (BCOE) review of design drawings and specifications prepared by others using qualified personnel experienced in construction projects. BCOE reviews are to consist of, but not be limited to, such areas as general siting requirements, climatic conditions, materials availability, materials delivery, applicability of the design standards being used, and other unique conditions restricting construction and construction schedules involved. All comments are to be provided in writing in a complete, detailed and clear manner. In performing these reviews, the CMSC may be required to use the Corps of Engineers' automated review system, DrChecks. The CMSC BCOE reviewer shall have minimum 5 years experience in construction management.

A. Exhibit A - Amendment 0001	B. Reference of Document Being Continued N40192-10-R-0002	C. PAGE
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D. NAME OF OFFEROR OR CONTRACTOR
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E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - BASE PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
A001	Construction Oversight Engineer (COE) (50 hr/wk)	31,200	HR		
A002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	31,200	HR		
A003	Scheduler	2,600	HR		
A004	Cost Estimator	200	HR		
A005	Safety Officer (50 hr/wk)	2,600	HR		
A006	BCOE reviewer	200	HR		
A007	Field Office and associated utilities and maintenance	96	MO		
<b>TOTAL PRICE (ELIN A001 THRU A007)</b>					

Base Period

A. <b>Exhibit B - Amendment 0001</b>	B. Reference of Document Being Continued <b>N40192-10-R-0002</b>	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - FIRST OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
B001	Construction Oversight Engineer (COE) (40 hr/wk)	36,400	HR		
B002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	36,400	HR		
B003	Scheduler	2,600	HR		
B004	Cost Estimator	200	HR		
B005	Safety Officer (50 hr/wk)	2,600	HR		
B006	BCOE reviewer	200	HR		
B007	Field Office and associated utilities and maintenance	96	MO		
<b>TOTAL PRICE (ELIN B001 THRU B007)</b>					

First Option Period

A. Exhibit C - Amendment 0001	B. Reference of Document Being Continued N40192-10-R-0002	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - SECOND OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
C001	Construction Oversight Engineer (COE) (40 hr/wk)	41,600	HR		
C002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	41,600	HR		
C003	Scheduler	2,600	HR		
C004	Cost Estimator	200	HR		
C005	Safety Officer (50 hr/wk)	2,600	HR		
C006	BCOE reviewer	200	HR		
C007	Field Office and associated utilities and maintenance	96	MO		

**TOTAL PRICE (ELIN C001 THRU C007)**

Second Option Period

A. <b>Exhibit D - Amendment 0001</b>	B. Reference of Document Being Continued <b>N40192-10-R-0002</b>	C. PAGE
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D. NAME OF OFFEROR OR CONTRACTOR
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E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - THIRD OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
D001	Construction Oversight Engineer (COE) (40 hr/wk)	46,800	HR		
D002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	46,800	HR		
D003	Scheduler	2,600	HR		
D004	Cost Estimator	200	HR		
D005	Safety Officer (50 hr/wk)	2,600	HR		
D006	BCOE reviewer	200	HR		
D007	Field Office and associated utilities and maintenance	96	MO		
<b>TOTAL PRICE (ELIN D001 THRU D007)</b>					

Third Option Period



A. Exhibit E - Amendment 0001	B. Reference of Document Being Continued N40192-10-R-0002	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
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**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - FOURTH OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
E001	Construction Oversight Engineer (COE) (40 hr/wk)	52,000	HR		
E002	Quality Assurance Engineering Technician (QAET) (40 hr/wk)	52,000	HR		
E003	Scheduler	2,600	HR		
E004	Cost Estimator	200	HR		
E005	Safety Officer (50 hr/wk)	2,600	HR		
E006	BCOE reviewer	200	HR		
E007	Field Office and associated utilities and maintenance	96	MO		

**TOTAL PRICE (ELIN E001 THRU E007)**

**Fourth Option Period**



DEPARTMENT OF THE NAVY  
NAVAL FACILITIES ENGINEERING COMMAND MARIANAS  
PSC 455, BOX 195  
FPO AP 96540-2937

IN REPLY REFER TO:  
SB-CMS  
May 4, 2010

**NOTICE 2**  
**RFI QUESTIONS AND ANSWERS**  
**SOLICITATION N40192-10-R-0002,**  
**SMALL BUSINESS CONSTRUCTION MANAGEMENT SERVICES, GUAM**

QUESTION 1: There are several work locations that are identified in the solicitation document (item f on page 8 of 54) that the CMSC is to provide office space for unless it is in the best interest of the Government to provide the work places. Has the Government determined that any of these spaces will be provided, or should we anticipate that the listed four locations, and potentially others will be provided by the CMSC?

Answer 1: The Government shall provide the facility for work spaces unless ordered via task order for the CMSC to provide a field office. Refer to Section C Amendment 0001.

QUESTION 6: On the Project Data Sheet, there is a question regarding Liquidated Damages which are typically only associated with a construction contract – is the other data requested in the project data sheet referring to the construction project the CM provided support services for or is it for the CM contractors delivery order or contract?

Answer 6: Delete line “9. ANY LIQUIDATED DAMAGES ASSESSED:\_\_\_” from the Offeror Experience Project Data Sheet in Attachment J2. Refer to Amendment 0001.

QUESTION 9: In paragraph C6, the CMSC safety personnel are required to be “fully qualified and possess the commensurate appropriate training and certifications.” Would it be possible to list the minimum training and certifications for this position since that typically determines the pay scale for the personnel that is sometimes required for NAVFAC and USACE CMS contracts much more highly qualified and compensated than someone with only 5 years experience)?

Answer 9: Training and certifications are identified in Paragraph C5. Refer to Section C Amendment 0001.

QUESTION 10: What are the qualifications, certifications and experience required for the Scheduler, Cost Estimator and BCOE? It might be beneficial to establish a range of experience to provide flexibility to NAVFAC on capability required for specific project scopes and types, as well as ensure there is a level field for pricing.

Answer 10: Qualifications and experience are identified in Paragraphs C3, C4, and C6. Refer to Section C Amendment 0001.

QUESTION 11: Given the anticipated high level of construction activity, will CMS contractor staff be expected to work overtime and thus beneficial to have overtime rates be included as part of the price proposal?

Answer 11: CMSC contracted staff shall work 50 hours per week. Refer to Section C Amendment 0001.

QUESTION 17: Qualifications for COE indicate that the project executive-level staff that will be needed to direct the larger projects will not be provided by the consultant under this RFP. Can proposers expect that providing such very senior specialist staff will not be a part of the contract services?

Answer 17: The overall management responsibility for the administration of a construction contract resides with the FEAD (Facilities Engineering & Acquisition Director)/ROICC (Resident Officer in Charge of Construction). The FEAD/ROICC or its designated Government representative will be responsible for and sign all correspondence and specific directives to the contractor(s). The COE and/or QAET will be part of an assigned team consisting of a Government Construction Management Engineer (CME) who will be the team lead. Refer to Paragraphs C2.b and C2.c.

QUESTION 28: Refer to Page 7, Para c. The CMSC is to provide software and equipment, vehicles, etc. This will unbalance the rates for the first year as these are capital costs that will likely be incurred in the first year of the contract. Do you want this in the monthly office rate or built into the hourly rates? For the hours requested in the Solicitation, these costs will unbalance the rates for the subsequent years. Could you clarify how you want these expenses distributed?

Answer 28: In developing the required rates, Offerors must include all allowable overhead costs to include work spaces for contracted staff, etc. Refer to Exhibits A-E, Paragraphs B7.c and C1.f. of Amendment 0001.

QUESTION 29: Refer to Page 8, Para f & Exhibit A, item A007. The CMSC is to provide work places for contracted staff in at least four locations and in addition you would like 150 sf of lockable private office space with two work station complete with telephone and hard-lined internet service for use by government personnel. How are these costs to be estimated as they are locations on government property? Is this to be priced in the monthly workspace line item? Please clarify how you want these expenses distributed.

Answer 29: Refer to Exhibits A-E and Paragraph C1.f. of Section C Amendment 0001.

QUESTION 30: Refer to Page 8, Para g. Are the training hours included in the Base amount of hours or are they considered part of Overhead?

Answer 30: Training expenses are overhead costs.

QUESTION 31: Refer to Page 9, Para j.2ii. For quality assurance, are you asking the CMSC to establish the pile driving criteria employing wave equation analysis? This would appear to be a design function. Please clarify.

Answer 31: This requirement was deleted. Refer to Section C Amendment 0001.

QUESTION 32: Refer to Page 9, Para j.2iii & Page 13, Para C3. Under quality assurance, are you asking the CMSC to include on its team a hydrographic surveyor?

Answer 32: This requirement was deleted. Refer to Section C Amendment 0001.

QUESTION 33: Refer to Page 10, item 3. What CMS system are you considering to employ and must this software be purchased in addition to Primavera P6 (scheduling) versus the Project Management software? Where is this database to be housed and how many licenses should the CMSC provide if that is the intent?

Answer 33: The Government will provide a web-based CMS system post-award.

QUESTION 34: Refer to Page 10, item 14. What specific oversight are you requesting from the CMSC? Do you want the CMSC to perform audit services or simply tell the agency when it suspects an issue with compliance?

Answer 34: Bring to the immediate attention of the FEAD/ROICC any instances where it is suspected that the construction contractor is in violation.

QUESTION 35: Refer to Page 11, item 17. It appears that you are limiting claims analysis for claims up to \$250K. For projects that are anticipated is another firm going to analyze the largest claims? Why are you stating a limit on the claim size that the CMSC would be analyzing? For projects anticipated, that amount (hopefully not utilized) may be too restrictive.

Answer 35: Claims over \$250K will be analyzed by separate means.

QUESTION 36: Refer to Exhibit A Item A006. You specify a safety officer to be only half time. I would expect this position to be a full-time position, especially if experience is brought from the mainland. Are you intending to revise this requirement?

Answer 36: Refer to Exhibits A-E in Amendment 0001.

QUESTION 37: Refer to Page 8, Para C1.f. RFP states that CMSC is to provide its own work place for its staff as well as additional lockable private office space with 2 work stations etc. for use by Government personnel. This would mean that CMSC would either have to construct an office or put a trailer on site. Task orders may be as low as \$5,000. If the CMSC must construct its own or rent a trailer on site for a task order of this size, it may not be feasible for the CMSC. What is the probability of the bases providing a space for the CMSC to set up its offices?

Alternatively, would it be acceptable at least for some task orders for the CMSC to work from an office not located on the base but located in Guam?

Answer 37: Refer to Exhibits A-E and Paragraph C1.f. of Section C Amendment 0001.

QUESTION 38: Refer to Page 44 Para L.6. I understand that the prime partner needs to be registered with CCR and ORCA; do all your partners and sub-consultants need to be registered in CCR and ORCA also?

Answer 38: All partners of joint ventures must be registered in CCR and ORCA. Sub-consultants do not need to be registered.

QUESTION 39: Refer to Page 8 Para C1.g. Are CMSC personnel required to be U.S. citizens?

Answer 39: No.

QUESTION 40: Refer to DFARS 252.204-7007. In order to be a prime contractor, does the firm have to produce \$33.5M or less in revenue and hold 236220 certification? Or will other classifications be able to qualify firms as small businesses?

Answer 40: Prime contractor must meet small business size standard, but does not need to hold 236220 certification.

QUESTION 41: Refer to Page 46, Para L1. Is there a limit with the number of pages?

Answer 41: Only Factor 3 has a stipulated page limitation. Refer to Section L.

QUESTION 42: Refer to Page 9 Section C. Section C paragraph j has separate line items for Specialized Technical Support and Specialized Quality Assurance Support. However, in Exhibits A-E (Rate Schedule), there is only Specialized Technical Support and there is no Specialized Quality Assurance Support line item. Please clarify whether or not Specialized Technical Support and Specialized Quality Assurance Support are the same thing.

Answer 42: These requirements were deleted. Refer to Section C Amendment 0001.

QUESTION 43: Refer to Page 53 Para M8. Referring to the definition of a project. Can a project write-up incorporate multiple task orders under an IDIQ format? Or does the Navy's definition of a project for this solicitation mean a single Task Order under and IDIQ format?

Answer 43: It is the Offeror's discretion how to best demonstrate Offeror experience. A project or contract is defined as either a stand-alone contract or a single task order, or an accumulation of related task orders under the same IDIQ contract.

QUESTION 44: Refer to Page 53 Para M8 & Section L2.b Factor 1. Section M8 defines the Offeror as the contractor submitting the proposal, including joint ventures, whose name appears

in block 15 of Standard Form 33. Section L2.b states to submit maximum of five (5) projects for the Offeror. Please clarify: In case of the Offeror consisting of a prime contractor with team members, does the Navy want only 5 projects from the prime contractor and none from team members; or 5 projects from the prime contractor and also some from the team members; or 5 projects maximum including some for both the prime contractor and any team members?

Answer 44: The Offeror may submit 5 projects maximum including some for both the prime contractor and any team members provided a binding teaming agreement or contractual agreement which creates legal responsibility on the part of all team members is submitted.

QUESTION 45: We respectfully request a change in the proposal due date for solicitation number N40192-10-R-0002 from Thursday, May 20, 2010 at 4:30 p.m. to Thursday, June 03, 2010, at 4:30 p.m.

Answer 45: The proposal due date is extended to May 27, 2010 at 4:30 p.m. local time. Refer to Amendment 0001.

QUESTION 46: Refer to Page 4 Para B3. Will a firm that prepared a preliminary DD 1391 project programming document in conjunction with a condition assessment but not the DD 1391 used as the basis for funding or preparation of the RFP package be considered in conflict with regard to providing CM Services for that project?

Answer 46: Refer to answer to question 14.

QUESTION 47: Refer to Page 8 Para C1.e. How is the CMSC to be compensated for providing the Senior Program Manager and Assistant Program Managers? Will the COE hourly rate apply to each of them? Will the Field Office rate at ELIN No. A008 apply for the off-site office?

Answer 47: These and other overhead costs must be absorbed in the rate structure.

QUESTION 48: For efficiency it would be advantageous to utilize clerical staff at the off-site office as well as each field office. Will the cost of clerical staff be paid for directly or is this expense to be covered within the rates for COEs and QAETs?

Answer 48: These and other overhead costs must be absorbed in the rate structure.

QUESTION 49: Refer to Page 9 Para C1.j. The wide variety of specialties that are mentioned (also others not mentioned) will require personnel of vastly different specializations and rates of compensation. Also, some positions might be of short term duration and require significant travel and related expense. Will the cost for these services be the same as either COE or QAET or will the rates or total amount for such services be agreed when negotiating the Task Order price?

Answer 49: Refer to Section C Amendment 0001 for deleted requirements. For services that are beyond the scope listed under C2 or for services for projects not under contract for COE/QAET services, a separate Task Order will be issued.

QUESTION 50: Refer to Page 13 Para C3 & C5. Is the CMSC required to have within his/her team all of the mentioned experts in-house? Is there a role for Guam based consultants, especially in relation to short term requirements.

Answer 50: Paragraph C3 Specialized Technical Support was deleted. Refer to Section C Amendment 0001. Team arrangements necessary to fulfill the requirements is at the discretion of the Offeror.

QUESTION 51: At site, there should, in my opinion, be inspectors that do not necessarily possess the COE/QAET credentials but would prove most beneficial for efficiency and will over the life of the project gain those credentials. This is important for NAVFAC MAR in that a cadre of Guam based properly trained CM personnel should at conclusion of the military buildup be ready and able to carry on providing such services. The RFP does not encourage such an approach. Can you consider adding a rate for such individuals or can this be negotiated within specific Task Orders?

Answer 51: No.

QUESTION 52: Dispute resolution is a specialty not normally possessed by COE/QAET personnel and is best administered from an off-site office within the vicinity of the project by experts. This would normally include claims analysts and legal support. It might be desirable for a lawyer with construction claims expertise to work directly with the CM team up to the point of submission to the Contracting Officer. There may be the need for expert testimony to protect the Government interest involving travel. How will these types of unpredictable expenses be recovered?

Answer 52: Refer to answer to question 35.

QUESTION 53: For an IDIQ contract such as this, it would appear necessary or at least desirable to have a basis within the contract for dealing with recoverable costs whether predictable at the Task Order proposal stage or otherwise. This might include travel requested by the Contracting Officer. In most similar contracts there are provisions for reimbursable expense recovery but with limits fixed on markup. The RFP does not appear to address expense recovery other than by using the ELIN numbered items. Is this something NAVFAC MAR would consider to provide flexibility?

Answer 53: No.

QUESTION 54: Refer to Page 8 Para C1.f. Since different site offices and an off-site office will be of various sizes based on requirements that will be understood only at time of Task Order proposal negotiation, is it possible to change the unit price to per square foot per month in lieu of per month?

Answer 54: Refer to Paragraph C1.f of Section C Amendment 0001.

QUESTION 55: Refer to Page 23 Para G5. In evaluating offers, will those that utilize Small Business subcontractors of various categories be viewed more favorable than those that rely mostly on Large Business subcontractors?

Answer 55: No. Small Business utilization is not an evaluation factor.

QUESTION 56: In evaluating offers, will Small Business prime contractors that have special status such as 8(a) or VOSB or Native Tribal Organization owned by ranked more favorably for award than those that are not?

Answer 56: No.

QUESTION 57: Refer to Page 40 Para L2. Is the Price Proposal (Factor 4) in sealed envelope to be included in the same binder with the cover letter and technical proposal, or separately? If separately, should it be sent in a package separate from the other elements?

Answer 57: The sealed envelope containing the price proposal may be included in the same package as the technical proposal.

QUESTION 58: Refer to Page 40 Para L2. Please confirm that the price proposal is to be printed utilizing both sides of the paper.

Answer 58: Yes.

QUESTION 59: Refer to Page 7 Para C1.d. The paragraph refers to an engineering code of ethics. What agency or governing body issued the referenced code?

Answer 59: All references to the Engineering Code of Ethics were deleted. Refer to Section C Amendment 0001.

QUESTION 60: Refer to Page 8 Para C1.e. The paragraph refers to a labor category of Senior Program Manager yet this labor category is not priced. Will this be negotiated after the award?

Answer 60: The Senior Program Manager is an overhead function. Refer to Section C Amendment 0001.

QUESTION 61: Refer to Page 22 Paragraphs G7 & G8. These paragraphs refer to required attendance at task order meetings prior to commencement of work. Will the time devoted to these meetings be considered direct work?

Answer 61: This time is considered an incidental related cost necessary for performance of the contract.



QUESTION 62: Refer to Page 43 Para L2.c. This lists the requirements for the cost volume, yet on page 50 under clause 5252.215-9300 paragraph (d) had additional requirements. Should this data be added after item 4?

Answer 62: No. Only include the items identified in Paragraph L2.c. in your price proposal.

QUESTION 63: In Section L of the RFP there is no requirement for resumes and no key personnel identified. However, Clause 5252.215-9300 Content of Proposals (Jan 2003), paragraph (a) addresses resumes. Will resumes need to be included? If so, for what disciplines? If included, do they count in the page count?

Answer 63: No. Resumes are not included in the technical proposal.

QUESTION 64: Are the Labor Categories referenced in Section B7, and listed in Exhibits A-E, the extent of the Labor Categories to be utilized in the Task Orders, or will additional Labor Categories be allowed at the Task Order Level?

Answer 64: For services that are beyond the scope listed under C2 or for services for projects not under contract for COE/QAET services, a separate Task Order will be issued. Refer to Exhibits A-E and Section C Amendment 0001.

QUESTION 65: Will the CMSC be required to provide work places for contracted staff in the four locations (Naval Base Guam, Andersen Air Force Base, marine Corps Base Finegayan, and Naval Hospital Guam) concurrently, or will there be a period of time between locations where demobilization/mobilization of facilities may occur?

Answer 65: Refer to Exhibits A-E and Paragraph C1.f of. Section C Amendment 0001.

QUESTION 66: Paragraph L2 states: Offerors are asked to submit only the information and exhibits required. Do not submit any additional information such as brochures or other pre-printed materials. Is it acceptable to include a Table of Contents and an Acronyms List?

Answer 66: Yes.

QUESTION 67: Paragraph L2 Proposal Format, paragraph (b) Technical Proposal, Factor 2, Past Performance, Item (a) states: A Past Performance Questionnaire (PPQ) (Attachment J3) or Construction Contractor Appraisal Support System (CCASS) Performance Evaluation – Construction Contract or Architect-Engineer Contract Administration Support System (ACASS). However, it does not give a due date or to whom the PPQs need to be sent to. Do the completed PPQs need to be submitted in the proposal or do they need to come straight from the client to the government?

Answer 67: PPQs must be submitted in the technical proposal.

QUESTION 68: Paragraph L2 Proposal Format, paragraph (b) Technical Proposal, Factor 1, Offeror Experience, Item (4) states: Submit projects for construction management services. Please clarify the definition of a project in regards to this solicitation. Can an IDIQ Contract be used as a project or is a project defined as a single task order/delivery order under an IDIQ contract?

Answer 68: Refer to answer to question 43.

QUESTION 69: Refer to Items 4 & 5 of Attachment J2, Offeror Experience Project Data Sheet. We presume that items 4 and 5 refer to the Construction Management Services contract. Is this correct?

Answer 69: Yes.

QUESTION 70: Refer to Items 6-8 of Attachment J2, Offeror Experience Project Data Sheet. Do items 6, 7, and 8 refer to the Construction Management Services Contract, or the General Construction Contract?

Answer 70: They refer to the Construction Management Services Contract.

QUESTION 71: Refer to Item 9 of Attachment J2, Offeror Experience Project Data Sheet. Liquidated Damages are not normally part of a construction management services contract, so is Item 9 referring to the General Construction Contract?

Answer 71: Refer to answer to question 6.

QUESTION 72: Para L.2.b.4. states Submit a maximum of five (5) projects for the Offeror. Does this mean 5 projects from the prime contractor (the offeror) or 5 projects from the proposed team (prime and subs included)? The confusion exists since Paragraph M8 on page 53 of the solicitation defines Offeror as the "...contractor submitting the proposal as Offeror whose name appears in Block 15 of Standard Form 33. This signature would only be the prime contractor's signature.

Answer 72: Refer to answer to question 44.

QUESTION 73: The Navy's definition of Offeror and the proposal requirements are confusing. Does the Navy want only 5 projects from the prime contractor and none from team members? Does the Navy want 5 projects from the prime contractor and also some number from the team members? Does the Navy want 5 projects maximum including some for both the prime contractor and any team members?

Answer 73: Refer to answer to question 44.

QUESTION 74: Refer to Exhibits A-E. Under Safety Officer, in parenthesis, it is noted 40 hours/week; however, under column G, Estimated Quantity the number of hours is 1,040. Please confirm whether it is 1,040 hours total or 2,080 hours.

Answer 74: Safety officer will be expected to work 50 hours per week. Refer to Exhibits A-E Amendment 0001. However, please note that the estimated quantities are solely for evaluation of the rates contained in each offer and do not guarantee the actual work to be performed by each category.

QUESTION 75: Refer to Page 11 Para C2.c. For each of the anticipated assigned projects identified in C2.c., could you provide the latest construction price and/or price range estimated for the work or portion of the work represented here?

Answer 75: List of anticipated assigned projects has been deleted. Refer to Section C Amendment 0001. The overall team responsibility of assigned projects will be in the range of \$100M-\$200M Work In Place/year.



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 17-May-2010		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE COMMANDING OFFICER - NAVFAC MARIANAS PSC 455, BOX 195 FPO AP GU 96540-2937		3. EFFECTIVE DATE N40192		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than item 6) CODE <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. N40192-10-R-0002	
				X 9B. DATED (SEE ITEM 11) 19-Apr-2010	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  N40192-10-R-0002, Small Business Construction Management Services, Guam  See Continuation Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED 17-May-2010	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
**ENCLOSURE (3)**  
FAR (48 CFR) 53.243

**SUMMARY OF CHANGES****SECTION SF 30 - BLOCK 14 CONTINUATION PAGE**

The following have been added by full text:

AMENDMENT 0002 BLOCK 14

- (a) In accordance with FAR 52.252-3 Alterations in Solicitation (APR 1984), portions of this solicitation are altered as follows:
  - 1. Replace Exhibits A through E (Contract Rate Schedules) in their entirety with Exhibits A through E (Contract Rate Schedules) Amendment 0002. See Attachment (1) of this amendment.
- (b) Notice 3 is provided in response to Requests For Information (RFI). See Attachment (2) of this amendment.
- (c) **Submit proposed unit prices for all ELINs using Attachment (1) of this amendment.**
- (d) The date for receipt of proposals remains unchanged at May 27, 2010 at 4:30pm local time.
- (e) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

(End of Summary of Changes)

A. <b>Exhibit A - Amendment 0002</b>	B. Reference of Document Being Continued <b>N40192-10-R-0002</b>	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
---------------	---------------	----------------------------	-----------	-----------------	-------------

**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - BASE PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
A001	Construction Oversight Engineer (COE) (50 hr/wk)	13,000	HR		
A002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	13,000	HR		
A003	Scheduler	2,600	HR		
A004	Cost Estimator	200	HR		
A005	Safety Officer (50 hr/wk)	2,600	HR		
A006	BCOE reviewer	200	HR		
A007	Field Office and associated utilities and maintenance	96	MO		
<b>TOTAL PRICE (ELIN A001 THRU A007)</b>					
				<b>Base Period</b>	

A. <b>Exhibit B - Amendment 0002</b>	B. Reference of Document Being Continued <b>N40192-10-R-0002</b>	C. PAGE
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D. NAME OF OFFEROR OR CONTRACTOR

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
---------------	---------------	----------------------------	-----------	-----------------	-------------

**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - FIRST OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
B001	Construction Oversight Engineer (COE) (50 hr/wk)	26,000	HR		
B002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	26,000	HR		
B003	Scheduler	2,600	HR		
B004	Cost Estimator	200	HR		
B005	Safety Officer (50 hr/wk)	2,600	HR		
B006	BCOE reviewer	200	HR		
B007	Field Office and associated utilities and maintenance	96	MO		
TOTAL PRICE (ELIN B001 THRU B007)					

First Option Period



A. <b>Exhibit C - Amendment 0002</b>	B. Reference of Document Being Continued <b>N40192-10-R-0002</b>	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
---------------	---------------	----------------------------	-----------	-----------------	-------------

**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - SECOND OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
C001	Construction Oversight Engineer (COE) (50 hr/wk)	26,000	HR		
C002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	26,000	HR		
C003	Scheduler	2,600	HR		
C004	Cost Estimator	200	HR		
C005	Safety Officer (50 hr/wk)	2,600	HR		
C006	BCOE reviewer	200	HR		
C007	Field Office and associated utilities and maintenance	96	MO		

**TOTAL PRICE (ELIN C001 THRU C007)**

**Second Option Period**

A. <b>Exhibit D - Amendment 0002</b>	B. Reference of Document Being Continued <b>N40192-10-R-0002</b>	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
---------------	---------------	----------------------------	-----------	-----------------	-------------

**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - THIRD OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
D001	Construction Oversight Engineer (COE) (50 hr/wk)	26,000	HR		
D002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	26,000	HR		
D003	Scheduler	2,600	HR		
D004	Cost Estimator	200	HR		
D005	Safety Officer (50 hr/wk)	2,600	HR		
D006	BCOE reviewer	200	HR		
D007	Field Office and associated utilities and maintenance	96	MO		
<b>TOTAL PRICE (ELIN D001 THRU D007)</b>					

Third Option Period

A. Exhibit E - Amendment 0002	B. Reference of Document Being Continued N40192-10-R-0002	C. PAGE
D. NAME OF OFFEROR OR CONTRACTOR		

E ELIN NO.	F SERVICES	G ESTIMATED QUANTITY	H UNIT	I UNIT PRICE	J AMOUNT
---------------	---------------	----------------------------	-----------	-----------------	-------------

**IDIQ CONTRACT FOR CONSTRUCTION MANAGEMENT  
SERVICES FOR NAVFAC MARIANAS ON GUAM**

**CONTRACT RATE SCHEDULE - FOURTH OPTION PERIOD  
INDEFINITE QUANTITY WORK**

				Unit Price	Total Amount
E001	Construction Oversight Engineer (COE) (50 hr/wk)	26,000	HR		
E002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	26,000	HR		
E003	Scheduler	2,600	HR		
E004	Cost Estimator	200	HR		
E005	Safety Officer (50 hr/wk)	2,600	HR		
E006	BCOE reviewer	200	HR		
E007	Field Office and associated utilities and maintenance	96	MO		

**TOTAL PRICE (ELIN E001 THRU E007)**

**Fourth Option Period**



DEPARTMENT OF THE NAVY  
NAVAL FACILITIES ENGINEERING COMMAND MARIANAS  
PSC 455, BOX 195  
FPO AP 96540-2937

IN REPLY REFER TO:  
SB-CMS  
May 17, 2010

**NOTICE 3**  
**RFI QUESTIONS AND ANSWERS**  
**SOLICITATION N40192-10-R-0002,**  
**SMALL BUSINESS CONSTRUCTION MANAGEMENT SERVICES, GUAM**

QUESTION 76: Refer to Section L-2 Factor 2 Item 5, Page 42. Item 5 says to "Submit evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the subcontractors, as applicable". Does this require offerors to submit a subcontractor agreement with our proposal?

Answer 76: If the Offeror intends to use experience and/or past performance of a subcontractor, then a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the subcontractors must be submitted in the proposal.

QUESTION 77: Who completes the "Past Performance Questionnaire" (Attachment J-3)?

Answer 77: The PPQ shall be completed by the client of the project being evaluated.

QUESTION 78: Refer to Section L-2 Factor 4 Item 3, Page 43, Item 3. Does the offeror have to complete Section K of the RFP if it has already completed the ORCA record?

Answer 78: Yes.

QUESTION 79: Refer to Section C-2 Items d, e, and f, Pages 11-13. Do we have to submit resumes for the COE and QAET in response to this proposal? (Paragraphs d. and e. in Section C.2 which say: "Submit qualifications of the proposed individual to the Contracting Officer for approval.") However, this does not specifically say NAVFAC wants resumes with this proposal. Please clarify.

Answer 79: No. Do not submit resumes for the COE and QAET in your proposal. Paragraphs C2.d and C2.e apply to the awarded CMS contractor. Upon receipt of a task order request for proposal, the awarded CMS contractor shall submit qualifications for approval.

QUESTION 80: Refer to Paragraph C2.c of Amendment 0001. The previous reference to the Replacement Naval Hospital has been removed in the amendment. Has the Replacement Naval Hospital been completely eliminated from the scope of work the CMSC will be required to provide services for under this solicitation?

Answer 80: No. The CMSC will be required to provide services for any construction project undertaken by NAVFAC Marianas and its customers.

QUESTION 81: The total estimated quantity (hours) under column G is for example on Exhibit A, 31,200 hours. That would translate to 12 persons working a 50 hour work week.  $31,200 / (50\text{hr/wk} * 52\text{wks/yr}) = 12$  persons. Please confirm that this is the anticipated number of project that may be occurring simultaneously.

Answer 81: Refer to Exhibits A-E Amendment 0002. The estimated number of COEs and QAETs are 5 each for the base period. This quantity does not refer to the anticipated number of projects that may be occurring simultaneously. However, please note that the estimated quantities are solely for evaluation of the rates contained in each offer and do not guarantee the actual work to be performed by each category.

QUESTION 82: Refer to Attachment J2. Please clarify what is meant by "Actual Date Contract Accepted" - the date that the contract was executed by the client/owner or the date that the client/owner accepted as the firm's services under the contract being completed?

Answer 82: Actual Date Contract Accepted means the date the client/owner certified that the contract is complete and all services provided by the firm are complete and accepted.

QUESTION 83: Refer to Exhibits A-E. Should we assume that the estimated quantity of 96 months for the field office line item equates to 8 field offices for 12 months each?

Answer 83: It is estimated that the Government may order 4 field offices for 24 months each; however, please note that the estimated quantities are solely for evaluation of the rates contained in each offer and do not guarantee the actual work to be performed by each category.

QUESTION 84: Refer to Exhibits A-E. According to the pricing exhibits, proposer is to submit a unit price for approximately 440,000 hours. NAVFAC has made it clear that the unit price is to be "all inclusive". Thus all the incidentals for administrative, document control, office support, travel, housing, vehicles, postage, computers, software, etc., are to be included in the unit price. For the qualification and experience of the individual that NAVFAC has identified, along with the recent award of over 4B in design build projects, most of these people will come from off-island. Taking this into account, a rough estimate of the proposal cost will well exceed the NAVFAC budget. As such, the requirements of the proposal appear to be in error or extremely unrealistic. Could you please clarify the exhibit information?

Answer 84: Refer to Exhibits A-E Amendment 0002. Estimated quantities have been revised for the COE and QAET for all periods. It is estimated that the Government may order 5 COEs and 5 QAETs in the base period, and 10 each in the contract periods thereafter; however, please note that the estimated quantities are solely for evaluation of the rates contained in each offer and do not guarantee the actual work to be performed by each category. In addition, the contract provides for an estimated aggregate dollar value of \$8M for each period. For each period, any remaining unused amounts in the estimated aggregate dollar value may be carried over to the

next option period provided the overall maximum aggregate dollar value of \$40M is not exceeded in the contract.

QUESTION 85: The answer to question 67 states PPQ must be submitted in the technical proposal. Does the PPQ to be submitted in the technical proposal need to be in a sealed envelope from the client?

Answer 85: No.

QUESTION 86: As required by the Solicitation, Section L, Instructions to Offerors, L2. Proposal Format, Pages 40 thru 43, and L3. Proposal Submission Requirements, Page 43; and NAVFAC Clause 5252.215-9300 Content of Proposals (JAN 2003), Page 50. There seems to be ambiguity between L3 Proposal Submission Requirements and NAVFAC Clause 5252.215-9300 Content of Proposal.

Answer 86: Proposals must follow the format prescribed in Section L3. A total of one (1) original and two (2) hard copies of the completed proposal must be submitted.

QUESTION 87: Refer to Section B7. Should the rate for field office and associated utilities and maintenance shown in Exhibits A-E, Items A007 thru E007, be also included in the developed allowable overhead costs and incidental related costs in items A001-A006 thru E001-E006?

Answer 87: No. Unit prices for field office and associated utilities and maintenance must be separate from overhead and incidental related costs associated with items A001-A006 thru E001-E006.



DEPARTMENT OF THE NAVY  
NAVAL FACILITIES ENGINEERING COMMAND MARIANAS  
PSC 455, BOX 195  
FPO AP 96540-2937

IN REPLY REFER TO:  
Ser: OPI-TFA/07981  
September 8, 2010

SSFM International, Inc.  
501 Sumner Street, Suite 620  
Honolulu, Hawaii 96817

**CONTRACT N40192-10-D-0002, SMALL BUSINESS CONSTRUCTION  
MANAGEMENT SERVICES, GUAM**

Dear Mr. Michael Matsumoto:

Congratulations, your firm is hereby awarded Contract N40192-10-D-0002, Small Business Construction Management Services, Guam, in the amount of \$8,000,000 for the base period. The total contract amount is not to exceed \$40,000,000 (base period and four option periods). Task Order 0001 is awarded in the amount of \$10,000 for the base period minimum guarantee.

Please contact Ms. Christine Davis, Contracting Officer, at (671) 333-2123 or by email at [Christine.Davis@fe.navy.mil](mailto:Christine.Davis@fe.navy.mil), to schedule a pre-performance meeting. The purpose of this meeting is to review various regulations and contract administrative procedures.

If you have any questions or concerns, please contact me at (671) 339-8465 or by e-mail at [Doris.Castro@fe.navy.mil](mailto:Doris.Castro@fe.navy.mil), or contact Teresa Aguon at (671) 333-3171 or by e-mail at [Teresa.Aguon@fe.navy.mil](mailto:Teresa.Aguon@fe.navy.mil).

*Doris R. Castro*

DORIS R. CASTRO  
Contracting Officer

Acknowledge Receipt:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**"KNOW SAFETY, NO MISHAPS"**

**ENCLOSURE (4)**





A.		B. Reference of Document Being Continued		C. PAGE 1 of 1	
Exhibit A		N40192-10-R-0002			
D. NAME OF OFFEROR OR CONTRACTOR SSFM International, Inc.					
E	F	G	H	I	J
ELIN NO.	SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT

**IDIQ CONTRACT FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR NAVFAC MARIANAS  
ON GUAM**

**CONTRACT RATE SCHEDULE - BASE PERIOD  
INDEFINITE QUANTITY WORK**

			Unit Price
A001	Construction Oversight Engineer (COE) (50 hr/wk)	HR	\$ 70.68
A002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	HR	\$ 49.02
A003	Scheduler	HR	\$ 55.94
A004	Cost Estimator	HR	\$ 54.45
A005	Safety Officer (50 hr/wk)	HR	\$ 52.86
A006	BCOE Reviewer	HR	\$ 54.87
A007	Field Office and associated utilities and maintenance	MO	\$ 4,412.35

A.	B. Reference of Document Being Continued	C. PAGE 1 of 1
<b>Exhibit B</b>	<b>N40192-10-R-0002</b>	

D						NAME OF OFFEROR OR CONTRACTOR					
						SSFM International, Inc.					
E		F				G		H	I		J
ELIN NO.		SERVICES				ESTIMATED QUANTITY		UNIT	UNIT PRICE		AMOUNT

**IDIQ CONTRACT FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR NAVFAC MARIANAS  
ON GUAM**

**CONTRACT RATE SCHEDULE – OPTION PERIOD 1  
INDEFINITE QUANTITY WORK**

INDEFINITE QUANTITY WORK			Unit Price
B001	Construction Oversight Engineer (COE) (50 hr/wk)	HR	\$ 71.74
B002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	HR	\$ 49.76
B003	Scheduler	HR	\$ 56.78
B004	Cost Estimator	HR	\$ 55.27
B005	Safety Officer (50 hr/wk)	HR	\$ 53.65
B006	BCOE Reviewer	HR	\$ 55.69
B007	Field Office and associated utilities and maintenance	MO	\$ 4,457.06

A.		B. Reference of Document Being Continued		C. PAGE 1 of 1	
Exhibit C		N40192-10-R-0002			
D. NAME OF OFFEROR OR CONTRACTOR					
SSFM International, Inc.					
E	F	G	H	I	J
ELIN NO.	SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT

**IDIQ CONTRACT FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR NAVFAC MARIANAS  
ON GUAM**

**CONTRACT RATE SCHEDULE – OPTION PERIOD 2  
INDEFINITE QUANTITY WORK**

			Unit Price
C001	Construction Oversight Engineer (COE) (50 hr/wk)	HR	<u>\$ 72.82</u>
C002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	HR	<u>\$ 50.51</u>
C003	Scheduler	HR	<u>\$ 57.63</u>
C004	Cost Estimator	HR	<u>\$ 56.10</u>
C005	Safety Officer (50 hr/wk)	HR	<u>\$ 54.45</u>
C006	BCOE Reviewer	HR	<u>\$ 56.53</u>
C007	Field Office and associated utilities and maintenance	MO	<u>\$ 4,507.46</u>

A.	B. Reference of Document Being Continued	C. PAGE 1 of 1
<b>Exhibit D</b>	<b>N40192-10-R-0002</b>	

D NAME OF OFFEROR OR CONTRACTOR  
**SSFM International, Inc.**

E	F	G	H	I	J
ELIN NO.	SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT

**IDIQ CONTRACT FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR NAVFAC MARIANAS  
ON GUAM**

**CONTRACT RATE SCHEDULE – OPTION PERIOD 3  
INDEFINITE QUANTITY WORK**

			Unit Price
D001	Construction Oversight Engineer (COE) (50 hr/wk)	HR	\$ 73.91
D002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	HR	\$ 51.27
D003	Scheduler	HR	\$ 58.49
D004	Cost Estimator	HR	\$ 56.94
D005	Safety Officer (50 hr/wk)	HR	\$ 55.27
D006	BCOE Reviewer	HR	\$ 57.38
D007	Field Office and associated utilities and maintenance	MO	\$ 4,563.96

A.		B. Reference of Document Being Continued		C. PAGE 1 of 1	
Exhibit E		N40192-10-R-0002			
D. NAME OF OFFEROR OR CONTRACTOR SSFM International, Inc.					
E	F	G	H	I	J
ELIN NO.	SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT

**IDIQ CONTRACT FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR NAVFAC MARIANAS  
ON GUAM**

**CONTRACT RATE SCHEDULE – OPTION PERIOD 4  
INDEFINITE QUANTITY WORK**

			Unit Price
E001	Construction Oversight Engineer (COE) (50 hr/wk)	HR	<u>\$ 75.02</u>
E002	Quality Assurance Engineering Technician (QAET) (50 hr/wk)	HR	<u>\$ 52.04</u>
E003	Scheduler	HR	<u>\$ 59.37</u>
E004	Cost Estimator	HR	<u>\$ 57.79</u>
E005	Safety Officer (50 hr/wk)	HR	<u>\$ 56.10</u>
E006	BCOE Reviewer	HR	<u>\$ 58.24</u>
E007	Field Office and associated utilities and maintenance	MO	<u>\$ 4,622.16</u>

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From: Ngraterged, Thomas CIV USN NAVFACMAR Sent: Tue 11/3/2015 12:29 PM  
To:  
Cc:  
Bcc: Diaz, Eugene V CIV USN NAVFACMAR; Pengellman, Claire Camacho CIV USN NAVFACMAR; Castro, Doris R CIV USN NAVFACMAR; Adonay, Arlene C CIV USN NAVFACMAR; Cruz, Melissa TL CIV USN NAVFACMAR; Masterson, John C CIV USN NAVFACMAR; Arcega, Joseph S. CIV USN NAVFAC MARIANAS; Jackson, Jeffery K CIV USN NAVFAC; Dobrowolski, Robert H CIV USN NAVFACMAR; Roundtree, Samuel V CIV USN NAVFACMAR; Miranda, Raymond I CIV USN NAVFACMAR; Barja, Joni D CIV USN NAVFACMAR; Sablan, Arlene B CIV USN NAVFACMAR; Aromin, Arlene M CIV USN NAVFACMAR; Herr, C. Andrew CIV USN NAVFACMAR; Sablan, Vincent E. CIV USN NAVFACMAR;  
Subject: ACTION REQD: 2015 Annual Ethics Training (DUE: 02DEC15)  
Signed By: thomas.ngiraterged@navfacmar.mil

Message: 2015 AET (Due 12-2-15).pdf

V/r, Tom

Very Respectfully,

Thomas L. Ngraterged  
Paralegal Specialist  
NAVFAC Marianas Office Counsel  
Phone: 671-349-2277

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See more about: Ngraterged, Thomas CIV USN NAVFACMAR.



Message: ACTION REQD: 2015 Annual Ethics Training (DUE: 02DEC15)

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 Recipients received: Follow up by Tuesday, November 17, 2015 7:30 AM.

From: Ngiratered, Thomas CIV USN NAVFACMAR Sent: Tue 11/3/2015 12:29 PM

To:

Cc:

Bcc: Frontiero, Anthony P Jr. CIV USN NAVFACMAR; Velezrubio, Romeo U CIV USN NAVFACMAR; Nishihira, Lyann M CIV USN NAVFACMAR; Bonsoyago, Mark CIV USN NAVFACMAR; Salas, John F CIV USN NAVFACMAR; Braddock, Kevin M CIV USN NAVFACMAR; Banes, Rolfe G CIV USN NAVFACMAR; Wright, Rose S CIV USN NAVFACMAR; Hadeau, Michael J CIV USN NAVFACMAR; Barcinas, Eugenio R.C. CIV USN NAVFAC; Galt, Craig S CIV USN NAVFAC; Cruz, Antonio C CIV USN NAVFACMAR; Gould, Kenneth R CIV USN NAVFACMAR; White, William P. CIV USN NAVFACMAR; Frontiero, Tony CIV USN NAVFACMAR; Borja, Albert T CIV USN NAVFACMAR; Guarin, Manuel G CIV USN NAVFACMAR; Koerber, Cary CIV USN NAVFAC

Subject: ACTION REQD: 2015 Annual Ethics Training (DUE: 02DEC15)

Signed by: thomas.ngiratered@navy.mil

Message: "2015 AET (Due 12-2-15).pdf"

V/r, Tom

-----  
 Very Respectfully,

Thomas L. Ngiratered  
 Paralegal Specialist  
 NAVFAC Marianas Office Counsel  
 Phone: 671-349-2277

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See more about: Ngiratered, Thomas CIV USN NAVFACMAR.



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Follow up: Start by Tuesday, November 17, 2015. Due by Tuesday, November 17, 2015. Reminder: Tuesday, November 17, 2015 8:30 AM.  
 You forwarded this message on 11/3/2015 12:36 PM.  
 This message was sent with High importance.  
 Recipients received: Follow up by Tuesday, November 17, 2015 7:30 AM.

From: Ngiratered, Thomas CIV USN NAVFACMAR Sent: Tue 11/3/2015 12:29 PM  
 To:  
 CC:  
 Bcc: Gonzalez, Pedro B CIV USN NAVFAC; Valdez, Reynaldo CIV USN NAVFACMAR; Gros, Dick P CIV USN NAVFAC; Larrew, John W CIV USN NAVFACMAR; Punzalan, Jacob M CIV USN NAVFACMAR;  
 Ballester, Edward R CIV USN NAVFACMAR; Serneo, Dante P CIV USN NAVFACMAR; Tenorio, David B CIV USN NAVFACMAR; Sana, Tefedeo M. JR CIV USN NAVFACMAR;  
 Anderson, Joseph M CIV USN NAVFACMAR; Ada, Phillip P CIV USN NAVFACMAR; Duncos, Daniel H CIV USN NAVFACMAR; Moon, Edward E CIV USN NAVFAC; Marcos, Larry J CIV USN NAVFACMAR;  
 Tapeeria, Edward C CIV USN NAVFACMAR; Lujan, Jose SN CIV USN NAVFACMAR; Carballido, Vince J CIV USN NAVFACMAR; Mangloria, Christine (AAFB); Munz, Olga (AAFB);  
 Subject: ACTION REQD: 2015 Annual Ethics Training (DUE 02DEC15)  
 Signed By: thomas.ngiratered@nave.navy.mil

Message: 2015 AET (Due 12-2-15).pdf

V/r, Tom

Very Respectfully,

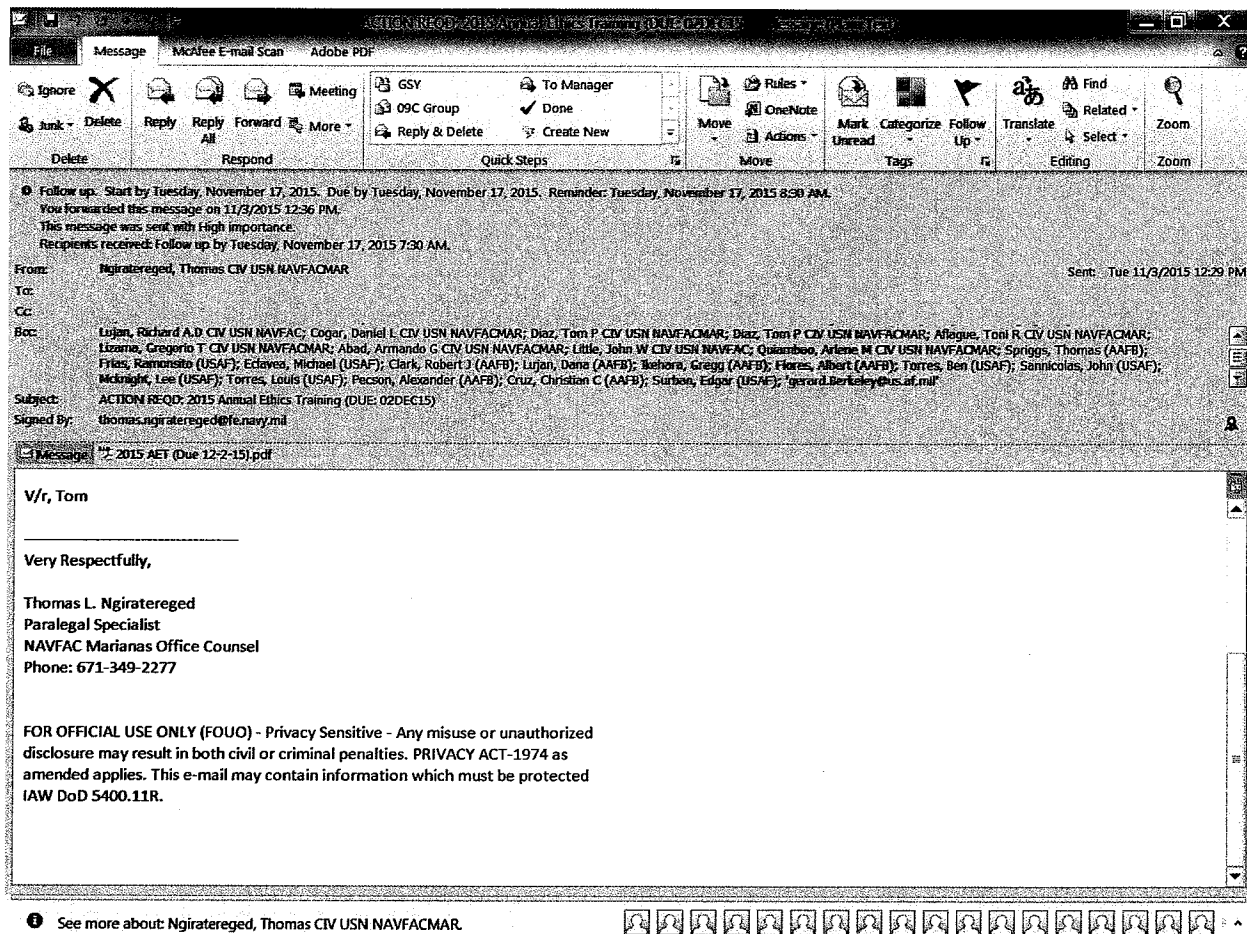
Thomas L. Ngiratered  
 Paralegal Specialist  
 NAVFAC Marianas Office Counsel  
 Phone: 671-349-2277

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See more about: Ngiratered, Thomas CIV USN NAVFACMAR.







# RECORD OF FREEDOM OF INFORMATION (FOI) PROCESSING COST

Please read instructions on back before completing form.

REPORT CONTROL  
SYMBOL  
DD-DA&M(A)1365

1. REQUEST NUMBER 16-002		2. TYPE OF REQUEST (X one) <input checked="" type="checkbox"/> a. INITIAL <input type="checkbox"/> b. APPEAL		3. DATE COMPLETED (YYYYMMDD) 20151106		4. ACTION OFFICE O9C	
5. CLERICAL HOURS (E-9/GS-8 and below)				FEE CODE	(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST
a. SEARCH				1		X \$20.00 =	0.00
b. REVIEW/EXCISING				2			0.00
c. OTHER ADMINISTRATIVE COSTS				3			0.00
6. PROFESSIONAL HOURS (O-1 - O-6/GS-9-GS-15)/CONTRACTOR					(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST
a. SEARCH				1	0.25	X \$44.00 =	11.00
b. REVIEW/EXCISING				2	0.25		11.00
c. OTHER/COORDINATION/DENIAL				3			0.00
7. EXECUTIVE HOURS (O-7 - ES 1 and above)					(1) TOTAL HOURS	(2) HOURLY RATE	(3) COST
a. SEARCH				1		X \$75.00 =	0.00
b. REVIEW/EXCISING				2			0.00
c. OTHER/COORDINATION/DENIAL				3			0.00
8. COMPUTER SEARCH					(1) TOTAL TIME	(2) RATE	(3) COST
a. MACHINE TIME (Not PC, desktop, laptop)				4		X =	0.00
b. PROGRAMMER/OPERATOR TIME (Human)							
(1) Clerical Hours				1			0.00
(2) Professional Hours				1			0.00
9. OFFICE MACHINE COPY REPRODUCTION					(1) NUMBER	(2) RATE	(3) COST
a. PAGES REPRODUCED FOR FILE COPY				3		X .15 =	0.00
b. PAGES RELEASED				5			0.00
10. PRE-PRINTED PUBLICATIONS					(1) TOTAL PAGES	(2) RATE	(3) COST
a. PAGES PRINTED				5		X .02 =	0.00
11. COMPUTER PRODUCT OUTPUT/ACTUAL COST CHARGES					(1) NUMBER	(2) ACTUAL COST	(3) COST
a. TAPE/DISC/CD				6		X =	0.00
b. PAPER PRINTOUT				3			0.00
12. OTHER ADMINISTRATIVE FEES					(1) NUMBER	(2) ACTUAL COST	(3) COST
a. ALL POSTAGE/ADMINISTRATIVE (See instructions)				3		X =	0.00
13. AUDIOVISUAL MATERIALS					(1) NUMBER	(2) ACTUAL COST	(3) COST
a. MATERIALS REPRODUCED				4		X =	0.00
14. SPECIAL SERVICES					(1) NUMBER	(2) ACTUAL COST	(3) COST
a. ALL SPECIAL SERVICES (See instructions)				6		X =	0.00
15. MICROFICHE REPRODUCED				5		X .25 =	0.00
<b>FEE CODES</b> 1 Chargeable to "commercial" requesters. Chargeable to "other" requesters after deducting 2 hours. 2 Chargeable to "commercial" requesters only. 3 Not chargeable to any fee category. 4 Chargeable to "commercial". Chargeable to "other" after deduction of the equivalent of 2 hours. (Example: deduct \$88.00 professional rate.) 5 Chargeable to all fee categories after deduction of 100 pages (DOES NOT include "commercial"). 6 Chargeable to all fee categories. No deductions.				<b>16. FOR FOI OFFICE USE ONLY</b> a. TOTAL COLLECTABLE FEES \$22.00 b. TOTAL PROCESSING FEES \$22.00 c. TOTAL CHARGED \$22.00 d. FEES WAIVED/REDUCED (X one) e. FEES NOT APPLICABLE (X one)			
				See Chapter 6, Fee Schedule, DoD 5400.7-R, to determine appropriate assessment of fees.			

## **Ngiratereged, Thomas CIV USN NAVFACMAR**

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**From:** Rizaldy Cortez <rcortez@ssfm.com>  
**Sent:** Thursday, November 05, 2015 11:11 AM  
**To:** Ngiratereged, Thomas CIV USN NAVFACMAR  
**Cc:** Carlos Salas  
**Subject:** [Non-DoD Source] FW: FOIA REQUEST 16-002  
**Attachments:** SSFM.PDF

Hi Tom,

SSFM has no objections to allowing NAVFAC Marianas to release the individual unit price information from our original contract.

Thank you,  
Rizaldy B. Cortez, P.E., LEED AP  
General Manager - Guam  
SSFM International, Inc.  
671.646.7736|671.888.6490|808.628.5840  
[www.ssfm.com](http://www.ssfm.com)

-----Original Message-----

From: Thomas.Ngiratereged@fe.navy.mil [mailto:Thomas.Ngiratereged@fe.navy.mil]  
Sent: Wednesday, November 04, 2015 9:43 AM  
To: Rizaldy Cortez <rcortez@ssfm.com>  
Subject: FOIA REQUEST 16-002

Mr. Cortez,

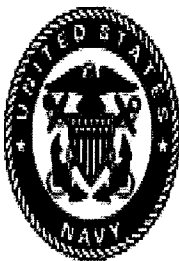
On October 23, 2015, this office received a FOIA request from Planate Management Group requesting for a copy of NAVFAC Marianas Solicitation #N40192-10-R-0002 to include the award notice and all of the attachments. On September 8, 2010, NAVFAC Marianas awarded the contract to SSFM. Included in one of the attachments, is SSFM's contract rate schedule. See attached. Kindly request whether or not SSFM will allow release of the individual unit prices.

To learn more about Planate Management Group:  
[http://www.planate.net/about\\_us.php](http://www.planate.net/about_us.php)

V/r, Tom

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Very Respectfully,

Thomas L. Ngiratereged  
Paralegal Specialist  
NAVFAC Marianas Office Counsel  
Phone: 671-349-2277



## H--Small Business Construction Management Services, Various Locations, Guam

Solicitation Number: N4019210R0002

Agency: Department of the Navy

Office: Naval Facilities Engineering Command

Location: NAVFAC Marianas

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**Notice Type:**

Solicitation

**Original Posted Date:**

March 30, 2010

**Posted Date:**

May 18, 2010

**Response Date:**

May 27, 2010

**Original Response Date:**

May 20, 2010

**Original Archive Date:**

-

**Archive Date:**

-

**Original Set Aside:**

Total Small Business

**Set Aside:**

Total Small Business

**Classification Code:**

H -- Quality control, testing & inspection services

**NAICS Code:**

236 -- Construction of Buildings/236220 -- Commercial and Institutional Building Construction

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**Synopsis:**

Added: Mar 30, 2010 1:46 am

This is a small business set-aside source selection procurement.

This procurement is to award an indefinite delivery indefinite quantity type contract for construction management services to supplement existing NAVFAC workforce and provide the capability to support all construction projects and associated effort undertaken by NAVFAC Marianas and its customers located within the NAVFAC Marianas mission areas. The contract shall provide qualified construction oversight engineers and quality assurance engineering technicians. The work includes, but is not limited to, construction oversight engineer services; quality assurance services; specialized quality assurance testing; construction contractor schedule review; estimating services; workforce housing and logistics site review; construction safety oversight; environmental and cultural resources compliance oversight; constructability reviews; and construction management system data inputs.

The contract will be awarded with a minimum guarantee of \$10K for the base period only. The contract

term will be a base period and four option periods. The contract amount is estimated at \$8M for each period with a total aggregate maximum of \$40M. Award will be made to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous representing the best value to the Government from a technical and price standpoint. North American Industry Classification System code (NAICS) is 236220 Commercial and Institutional Building Construction and the annual size standard is \$33.5M.

Offerors can view and download the solicitation at <https://www.neco.navy.mil> when it becomes available on or about 16 April 2010. The due date for receipt of proposals is approximately 30 calendar days from the date of issuance of the solicitation. All interested offerors shall register at the website. No notice of solicitation activity will be provided to interested offerors. Point of contact for this solicitation is Teresa Aguon, Contract Specialist, 671-333-3171 or [Teresa.Aguon@fe.navy.mil](mailto:Teresa.Aguon@fe.navy.mil).

**Solicitation 1**

**Type:**

Solicitation

**Posted Date:**

April 21, 2010

[https://www.neco.navy.mil/biz\\_ops/840-v5soln.aspx?soln=N4019210R0002](https://www.neco.navy.mil/biz_ops/840-v5soln.aspx?soln=N4019210R0002)

**Description:** See Solicitation

**Amendment 1**

**Type:**

Mod/Amendment

**Posted Date:**

May 5, 2010

[https://www.neco.navy.mil/biz\\_ops/840-v5soln.aspx?soln=N4019210R0002](https://www.neco.navy.mil/biz_ops/840-v5soln.aspx?soln=N4019210R0002)

**Description:** See Solicitation

**Amendment 2**

**Type:**

Mod/Amendment

**Posted Date:**

May 18, 2010

[https://www.neco.navy.mil/biz\\_ops/840-v5soln.aspx?soln=N4019210R0002](https://www.neco.navy.mil/biz_ops/840-v5soln.aspx?soln=N4019210R0002)

**Description:** See Solicitation

**Contracting Office Address:**

N40192 NAVFAC MARIANAS PSC 455, BOX 195 FPO AP 96540-2937 BLDG 101, RTE 1 MARINE DRIVE Santa Rita, GU,

**Point of Contact(s):**

Teresa Aguon 671-333-3171 Doris Castro, 671-339-8465

Teresa Aguon, Contract Specialist


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**ALL FILES**

Solicitation 1 


Apr 21, 2010

See Solicitation

Amendment 1 

May 05, 2010

See Solicitation

Amendment 2 

May 18, 2010

See Solicitation

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### **Opportunity History**

- Original Synopsis

*Presolicitation*

Mar 30, 2010

1:46 am

- Changed

Apr 21, 2010

8:05 am

*Solicitation*

- Changed

May 05, 2010

8:05 am

- Changed

May 18, 2010

8:05 am

## **Ngiratereged, Thomas CIV USN NAVFACMAR**

---

**From:** Ngiratereged, Thomas CIV USN NAVFACMAR  
**Sent:** Thursday, October 22, 2015 5:13 PM  
**To:** 'theresa.mangaran@planate.net'  
**Cc:** Masterson, John C CIV USN NAVFACMAR; Simpson, Robert F CIV USN NAVFAC; Aguon, John V. R. CIV USN NAVFAC  
**Subject:** FOIA REQUEST 16-002

Ms. Mangaran,

This office received your FOIA request letter, dated October 20, 2015, requesting for a copy of Solicitation Number: N4019210R0002.

In your letter, you indicated information was posted in the Federal Business Opportunities (FBO) website, on March 30, 2010, but is no longer accessible. You confirmed your affiliation with Planate Management Group, LLC. You further confirmed that the use of the requested information was for reference purposes for an upcoming solicitation. Finally, you requested for a waiver of fees because of the likelihood of contributing significantly to public understanding of the operations or activities of the government as we know that another related solicitation will be released soon and this will promote a friendly competition among small businesses.

Our research indicates Planate Management Group is a private business. Based on this fact, along with your confirmation of the intended use of the requested information, we conclude that you are seeking the information for use that furthers profit interest. Therefore, you must pay for all search, review and duplication fees.

Please re-submit your FOIA request stating your willingness to pay to include a maximum amount you are willing to pay. To assist you, below is an example:

"I am willing to pay fees for this request up to a maximum of \$50.00. If you estimate that the fees exceed this limit, please inform me first."

If you have any questions, please contact me.

Regards,

Tom

-----  
Very Respectfully,

Thomas L. Ngiratereged  
Paralegal Specialist  
NAVFAC Marianas Office Counsel  
Phone: 671-349-2277

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